



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, May 20, 2014

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

NOMINATING & RULES COMMITTEE SPECIAL CALLED MEETING AT 5:10 P.M.

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

*Regarding the abandonment of a 10' utility easement located east of Commerce Drive
as requested by Steve Southard*

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-14:047 Presentation by Larry Rogers of Animal Control for Miracle League

Sponsors: Mayor's Office

COM-14:049 Miracle League Day proclamation by Mayor Perrin

Sponsors: Mayor's Office

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-14:049 Minutes for the City Council meeting on May 6, 2014

Attachments: [Minutes](#)

MIN-14:050 Minutes for the special called City Council meeting on May 8, 2014

Attachments: [Minutes](#)

- RES-14:047** A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5
Sponsors: Engineering
Legislative History
5/6/14 Public Works Council Recommended to Council
Committee
- RES-14:053** A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO
Sponsors: MPO
Attachments: [Agreement - REVISED](#)
[Agreement](#)
Legislative History
5/6/14 Public Works Council Recommended to Council
Committee
- RES-14:054** A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE
Sponsors: MPO
Attachments: [Agreement - REVISED](#)
[Agreement](#)
Legislative History
5/6/14 Public Works Council Recommended to Council
Committee
- RES-14:055** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP
Sponsors: Mayor's Office
Attachments: [1502 Johnson Ave.](#)
Legislative History
5/6/14 Public Works Council Recommended to Council
Committee
- RES-14:056** LOCAL GOVERNMENT RESOLUTION ENDORSING TRANSPORTATION FOR AMERICA'S PROPOSAL
Sponsors: Mayor's Office
- RES-14:057** RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR PERRIN
Sponsors: Mayor's Office
Legislative History

5/6/14 Nominating and Rules Committee Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:026 AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

Sponsors: Planning

Attachments: [MEMO Town Center and Village Residential Overlay Districts](#)
[Village Residential District Markup](#)
[Chapter 117-140 Village Residential District Existing Code](#)

EMERGENCY CLAUSE

Legislative History

5/6/14 Public Works Council Recommended to Council
 Committee

ORD-14:031 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1802 COMMERCE DRIVE AS REQUESTED BY JACK ELAM

Attachments: [Plat](#)

ORD-14:032 AN ORDINANCE ABANDONING AND VACATING A UTILITY EASEMENT LOCATED IN:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88° 06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

Attachments: [City Letter](#)
[Petition](#)
[Plat](#)
[Utility Letters](#)

ORD-14:033 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3 LUO FOR PROPERTY LOCATED AT 200 EAST JOHNSON AS REQUESTED BY PHILLIPS INVESTMENTS

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

RESOLUTIONS TO BE INTRODUCED

RES-14:024 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 504 S Patrick St. Owner: Rena Turnage.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report](#)
[504 S Patrick](#)

Legislative History

3/18/14	Public Safety Council Committee	Recommended Under New Business
---------	------------------------------------	--------------------------------

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-14:022 AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Attachments: [Presentation](#)

EMERGENCY CLAUSE

Legislative History

4/15/14	City Council	Referred to the Finance & Administration Council Committee
4/22/14	Finance & Administration Council Committee	Recommended to Council
5/6/14	City Council	Held at one reading

8. MAYOR'S REPORTS

COM-14:043 Financial statements for Jonesboro Airport Commission for March 31, 2014

Attachments: [Financial statements](#)

COM-14:050 Airport financial statements for April, 2014

Attachments: [Financial statement](#)

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:047 **Version:** 1 **Name:** Presentation by Sgt. Larry Rogers for Miracle League
Type: Other Communications **Status:** To Be Introduced
File created: 4/28/2014 **In control:** City Council
On agenda: 5/20/2014 **Final action:**
Title: Presentation by Larry Rogers of Animal Control for Miracle League
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation by Larry Rogers of Animal Control for Miracle League



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:049 **Version:** 1 **Name:** Miracle League Day proclamation by Mayor Perrin
Type: Other Communications **Status:** To Be Introduced
File created: 5/9/2014 **In control:** City Council
On agenda: 5/20/2014 **Final action:**
Title: Miracle League Day proclamation by Mayor Perrin
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Miracle League Day proclamation by Mayor Perrin



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:049 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/8/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on May 6, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Minutes for the City Council meeting on May 6, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, May 6, 2014

5:30 PM

Municipal Center

NOMINATING & RULES COMMITTEE SPECIAL CALLED MEETING AT 4:50 P.M.

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

PUBLIC HEARING AT 5:20 P.M.

Regarding the request by Mr. Elvis Burks to establish a taxicab service

No one spoke in opposition to the taxi service.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

4. SPECIAL PRESENTATIONS

COM-14:041 Motorcycle Awareness Month proclamation by Mayor Perrin

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to Mr. Eric Turman. He proclaimed May, 2014, as Motorcycle Awareness Month.

This item was read.

COM-14:045 Proclamation by Mayor Perrin to the Nettleton High School Thespian Troupe 6377

Sponsors: Mayor's Office

Mayor Perrin presented the award to Ms. Rita Johnson.

This item was read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, to Approve the Consent Agenda. The motioned PASSED

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

MIN-14:039 Minutes for the City Council meeting on April 15, 2014

Attachments: [Minutes](#)

A motion was made that this Minutes be Passed . The motion PASSED BY VOICE VOTE

RES-14:036 A RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE MAYOR/CITY COUNCIL ESTABLISHING A PROCEDURE FOR FILLING A VACANCY IN AN ALDERMAN POSITION

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-039-2014

RES-14:037 A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT

Sponsors: Mayor's Office

Attachments: [Exhibit A](#)
[Exhibit B](#)
[Property Damage - Easement Agreement](#)

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-040-2014

RES-14:039 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM

Sponsors: Grants

Attachments: [Agreement Completed 2014 Altria NGO Agreement \(Part 1 of 3\)- City of Jonesboro.doc](#)

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-041-2014

RES-14:046 RESOLUTION FOR CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR PURPOSES OF A NATIONAL SCENIC BYWAYS GRANT PROJECT AT CRAIGHEAD FOREST PARK

Sponsors: Grants

Attachments: [Agreement.pdf](#)

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-042-2014

RES-14:048 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC FOR THE PURPOSES OF EXPENDING APPROVED CDBG FUNDS

Sponsors: Grants

Attachments: [Hispanic Service Center Agreement Revised 4_18_2014.pdf](#)

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-043-2014

6. NEW BUSINESS

COM-14:042 Decision by the City Council regarding the request by Mr. Elvis Burks to establish a taxicab service

Attachments: [Request letter](#)
[Business License Application](#)

Mayor Perrin stated it is his understanding Mr. Burks has fulfilled all of the requirements to establish the service.

Councilman Moore motioned, seconded by Councilman Coleman, to approve the service. All voted aye.

RES-14:049 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 10' UTILITY EASEMENT LOCATED EAST OF COMMERCE DRIVE AS REQUESTED BY STEPHEN SOUTHARD

Attachments: [Engineering & Planning Dept Letter](#)
[Petition](#)
[Plat](#)
[Utility Letters](#)

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Enactment No: R-EN-044-2014

ORDINANCES ON FIRST READING

ORD-14:022 AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Attachments: [Presentation](#)

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

Mayor Perrin asked the Council to hold this ordinance at one reading and to have all three readings at different times.

Chief Financial Officer Ben Barylske gave a presentation to the Council concerning the tax. Councilman Dover noted that if a big project needed to be financed the city could ask for a temporary tax to fund that particular project for a specific amount of time. Mr. Barylske agreed, adding that's the philosophy they are wanting to take in the future. Councilman Street emphasized that the loan the city took out in order to finish capital improvement projects is going to be paid off in 2016. Mr. Barylske stated the loan will be paid off April 4, 2016. He explained Jonesboro is in good shape with minimal debt compared to other cities the same size. He added the next two years will be a challenge in terms of funding projects.

Councilman Woods asked if a focus group was conducted to determine whether or not the city should continue with the public safety tax. He explained citizens have expressed concern to him about changing the tax. He then recommended coming up with a plan as to how to get the citizens involved to help steer the tax money so the citizens will be better served in the next several year. He encouraged the Mayor to look at the half-cent sales tax in order to use the money in ways the citizens would like to see to better the community and the children. Mr. Barylske stated the consensus is that the voters would not extend the length of the public safety tax. Councilman Moore questioned what the risk is of letting the voters decide on the public safety tax in addition to this proposal. Councilman Vance stated if that were to happen it would be best to ask the two questions at two different times in order to not cause the city any problems. He recommended moving forward with this special election and possibly putting the other question on the November ballot. Mr. Barylske explained if they waited until the November ballot to decide on this issue, then that would only leave the city less than two months to complete the 2015 budget and approve it. He added that may force cuts if the tax didn't get passed. Councilman Moore suggested proceeding with this special election and then after that let the voters decide on the public safety tax.

Mayor Perrin referred to Councilman Woods' remarks and noted the city cannot build some projects, such as an aquatics park, with current taxes. He stated in those instances the voters will have to decide whether or not they want to fund those projects with a special tax. He stressed the city cannot run on sales tax alone, which is why they have been taking advantage of grants as much as they have recently. He explained they are currently looking at six projects to improve the infrastructure of the city, while they quality of life of the citizens also needs to be on the forefront. Mayor Perrin further explained the budgets will be tight for the next few years, but if the voters choose not to do this then they will have to make adjustments.

Further discussion was held concerning the proposed special election.

Phillip Cook, 5216 Richardson Drive, explained the proposal bothers him because the city will have full control of the money. He stated Sanitation, Police and Fire Departments are the most important in the city. He noted raises are given, but not to those departments. He asked the Council to consider where the money is going to be spent and if it's not going to be spent in ways to benefit the safety of the citizens, then they are falling short. He further explained Jonesboro is the second largest city in the state with regards to land mass, yet southeast Jonesboro no longer has a fire station in the area. Mayor Perrin assured him the city's protection will be taken care of. The city has a five-year plan they are following for the Fire Department and they follow the ISO standards and ratings. Every year the city adopts a budget that will be detailed on the city's website so the citizens know where the money is being spent.

Councilman Dover asked that the administration start looking at whether or not it's an option to keep the public safety tax and how it would be used. Mayor Perrin stated the focus groups that were held indicated the citizens would not support extending the public safety tax. Councilman Woods asked for Councilman Dover, as well as the Grants Administrator, Parks Director and Quality of Life, to form a committee to come up with a plan regarding the needs of the city and how to pay for it.

This item was Held at one reading.

ORD-14:023

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE POLICE DEPARTMENT BUDGET

Sponsors: Finance

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

Mayor Perrin explained there are some employees of the Police Department that are retiring and that needs be funded in their budget.

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

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Enactment No: O-EN-023-2014

ORD-14:024

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE ENGINEERING DEPARTMENT'S BUDGET

Sponsors: Finance

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

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

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED with the

following vote.

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Enactment No: O-EN-024-2014

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-14:021 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LANE AND 2008 & 2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY JOHNSON/RICKIE SUMMERS/LORRIE BEASON

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

Councilman Frierson noted that the MAPC report showed the there wasn't adequate right-of-way for current provisions, yet there are no requirements in the ordinance. City Planner Otis Spriggs explained the MAPC looked at Margo Lane right-of-way. There are some city streets with minimum widths of 50 feet in some instances. In this area, the right-of-way was insufficient. He further explained the MAPC has the authority to waive the requirements if there is no high demand to widen the road, which is the situation here.

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

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Enactment No: O-EN-025-2014

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They received a letter last week from the Corps of Engineers. The city was able to get additional funding for the planning grant.

They filed for a Tiger Grant for the overpass project at Highland and Highway 18. That will be for a planning grant in the amount of \$1.5 million. The grant is highly competitive, but this grant was recommended to them.

The MPO held their Policy Committee meeting recently. They sent a document detailing the two year plan to the Highway Department.

At the next Highway Commission meeting, they will have a minute order presented to get \$351,000 to have a gated railroad crossing at Henson Road.

The project completion date for the police station is June 6th. They hope to be up and running between July 15th and August 1st.

Scenic Hills Association held a clean up recently. Over 9.93 tons of trash was taken to the landfill.

Mayor Perrin was invited to join the Local Leaders Council through the Transportation of America. His first meeting will be June 16th.

The Moratorium Committee recommendations are still being looked at. The property maintenance code is almost ready to be presented to the Public Works Committee. Mr. Spriggs is looking at ordinances to present and Mr. Barylske is looking at impact fees. He will give them a report at the next meeting.

Closing for the Wolverine property has been set for May 12, but he will be meeting with City Attorney Phillip Crego in the morning to make sure everything is ready. The environmental assessment will be done before closing. The city will be receiving all of the properties Wolverine owns in the area, including the property near Bay.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Dover, to suspend the rules and place ORD-14:025, RES-14:040 and RES-14:050 on the agenda. All voted aye.

ORD-14:025

AN ORDINANCE TO AMEND CHAPTER 117, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, BY CLARIFYING SECTION 117-258, (c) 2, TO REGULATE THE USE AND INSTALLATION OF MOBILE VENDING UNITS, AND TO DECLARE AN EMERGENCY IN ORDER TO COMPLY WITH STATE HEALTH DEPARTMENT STANDARDS.

Sponsors: Planning

Attachments: [MEMO MobileVending_TextAmendmentCover_Council](#)
[Arkansas Department of Health Letter](#)

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

Councilman Street explained the ordinance will require skirting around the tires of mobile units as required by the Health Department.

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

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

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Enactment No: O-EN-026-2014

RES-14:040

A RESOLUTION TO OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE 2014 CDBG SEWER - ANGELA LEE DRIVE PROJECT (2014:17)

Sponsors: Engineering and Grants

Attachments: [Specifications 2014 17](#)
[Bid Tab](#)

A motion was made by Councilman Chris Gibson, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote:

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Enactment No: R-EN-045-2014

RES-14:050

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE RACE STREET DRAINAGE IMPROVEMENTS (2014:19)

Sponsors: Engineering

Attachments: [Specifications 2014 19](#)
[Bid Tab](#)

A motion was made by Councilman Chris Gibson, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote:

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Enactment No: R-EN-046-2014

Councilman Woods announced a change in the date for the Youth Summit and City Hall. It will now be held on May 15th. He encouraged all of the Council members to attend.

Councilwoman Williams announced AHTD will hold a series of meetings on May 8th at City Hall. The meetings will obtain input regarding bicycle and pedestrian needs in the city. She encouraged everyone to attend.

Councilman Moore referred to comments Councilman Woods made during the invocation and stated the recent Supreme Court 5-4 ruling allowing prayer during public meetings. He stated that was a big ruling and he looked forward to Councilman Woods leading the prayers at the meetings.

Councilman Coleman thanked the Mayor for attending the community garden opening last weekend.

10. PUBLIC COMMENTS

Phillip Cook who spoke earlier in the meeting regarding ORD-14:022 asked about the Council elections. He asked what happens if the term is less than two years and if that person will be able to run for re-election. Mayor Perrin explained the Council adopted a policy stating if the term is two years or more than an election will be held.

If it's less than two years, the Nominating & Rules Committee will advertise for the open position and hold interviews with Council approving who will hold the position. They can run for re-election. City Attorney Crego agreed, noting that for municipal positions the alderman can run for re-election after being appointed or winning in a special election.

11. ADJOURNMENT

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:050 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/8/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the special called City Council meeting on May 8, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Minutes for the special called City Council meeting on May 8, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Thursday, May 8, 2014

12:15 PM

Municipal Center

Special Called Meeting

1. CALL TO ORDER BY MAYOR PERRIN

2. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 9 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman
Absent 2 - John Street and Tim McCall

3. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:029 AN ORDINANCE TO AUTHORIZE THE CITY OF JONESBORO TO ACQUIRE THE WOLVERINE PROPERTIES

Sponsors: Mayor's Office

Attachments: [HUD Settlement Statement - 14-065698-300](#)
JBCopier@lenderstitle.com 20140505 153824
[Title insurance](#)

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

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

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

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

Aye: 9 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Enactment No: O-EN-027-2014

4. PUBLIC COMMENTS

5. ADJOURNMENT

A motion was made by Councilman Chris Moore, seconded by Councilman Darrel Dover, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 9 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-14:047 **Version:** 1 **Name:** Free utility request for Fire Station #5
Type: Resolution **Status:** Recommended to Council
File created: 4/22/2014 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5
Sponsors: Engineering
Indexes: Utility service from CWL
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/6/2014	1	Public Works Council Committee		

A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities for Fire Station #5 located at 2525 Neely Road.

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

Section 1: That City Water and Light be requested by this resolution to provide free utilities for Fire Station #5 located at 2525 Neely Road.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of the CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #:	RES-14:053	Version:	1	Name:	Agreement with Lose & Associates for a bicycle-pedestrian safety study for Downtown Jonesboro
Type:	Resolution	Status:			Recommended to Council
File created:	4/30/2014	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO				
Sponsors:	MPO				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement - REVISED Agreement				

Date	Ver.	Action By	Action	Result
5/6/2014	1	Public Works Council Committee		

A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO

WHEREAS, the Transportation Policy Committee of the Jonesboro Area Transportation Study (JATS) is the officially designated Metropolitan Planning Organization (MPO) for the Jonesboro metropolitan area; and

WHEREAS, pursuant to Resolution 2003-01, the City of Jonesboro is the fiscal agent for the Jonesboro Area Transportation Study; and

WHEREAS, the Jonesboro MPO wishes to enter into an agreement with Lose and Associates to conduct a bicycle-pedestrian safety study for Downtown Jonesboro; and

WHEREAS, the funding for this project shall come from funds allocated in the Jonesboro MPO State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program

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

Section 1: The City of Jonesboro shall enter into an agreement with Lose & Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue.

Section 2: The total financial contribution shall come from funds allocated in the State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

Section 3: 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.

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-800
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018
DOWNTOWN JONESBORO PEDESTRIAN/BICYCLE SAFETY STUDY

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5th Ave N, Suite 200, Nashville, TN 37208.

WITNESSETH:

WHEREAS, the Owner is planning to conduct a downtown pedestrian/bicycle safety study; and,

WHEREAS, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$44,857.26. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent (provisional upon approved 2013 rate). If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$44,857.26. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

- 3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.
 - 3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

See Appendix A

- 3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,964.01** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
 - 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
 - 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
 - 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

See Appendix E

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

See Appendix E

8. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix E

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

See Appendix E

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
 - Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,

whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 33.1. The Consultant certifies, to the best of its knowledge and belief, that—
 - 33.1.1. The Consultant and any of its Principals—
 - 33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,
 - 33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.
- 33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

- 36.1.1. To the Owner's Representative:

Mayor Harold Perrin
Jonesboro MPO
300 South Church Street
P.O. Box 1845
Jonesboro, AR 72403


- 36.1.2. To the Consultant:

Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com
615-242-0040

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates

City of Jonesboro

BY: 
Chris Camp
President

BY: _____
Harold Perrin
Mayor

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK

Appendix A Downtown Jonesboro - Pedestrian/Bicycle Safety Study	Principal, Chris Camp	Senior Landscape Architect, John Lavender	Sr. Engineer Michael Black	Principal Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Marla Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
	Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23		\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40	

Task 1. Project Initiation and Data Collection

Conduct kick-off meeting	2	2			2		1			1	1						9
Develop work plan and issue data needs request					1				1								2
Conduct roadway inventory										3.5	4	0.5					8
Hold Study Advisory Committee Meeting #1	2	2			2					1	1						8
Total Hours	4	4	0	0	5	0	1		1	5.5	6	0.5	0	0		27	
Subtotal	\$ 288.48	\$ 149.04	\$ -	\$ -	\$ 132.20	\$ -	\$ 19.23	\$ 588.95	\$ 67.94	\$ 238.21	\$ 238.14	\$ 12.66	\$ -	\$ -	\$ 556.94	\$ 1,145.89	

Task 2. Evaluation of Existing Conditions

Map, inventory, analyze crash reports										5	1	3	4				13
Develop collision diagrams										1.5	3	5	4				13.5
Inventory current bicycle and pedestrian facilities					1					1	4	3					9
Hold Study Advisory Committee Meeting #2	2	2			2					1							7
Total Hours	2	2	0	0	3	0	0		0	8.5	8	11	8	0		42.5	
Subtotal	\$ 144.24	\$ 74.52	\$ -	\$ -	\$ 79.32	\$ -	\$ -	\$ 298.08	\$ -	\$ 368.14	\$ 317.52	\$ 278.41	\$ 200.00	\$ -	\$ 1,164.07	\$ 1,462.15	

Task 3. Development of Improvement Recommendations

Develop draft analyses report	2	20			30	2			1	3.5	17	10	4				89.5
Train/conduct pedestrian counts										1	1						2
Analyze traffic counts										2	2						4
Hold Study Advisory Committee Meeting #3	1	1			1					1	1						5
Total Hours	3	21	0	0	31	2	0		1	7.5	21	10	4	0		100.5	
Subtotal	\$ 216.36	\$ 782.46	\$ -	\$ -	\$ 819.64	\$ 64.42	\$ -	\$ 1,882.88	\$ 67.94	\$ 324.83	\$ 833.49	\$ 253.10	\$ 100.00	\$ -	\$ 1,579.36	\$ 3,462.24	

Task 4. Study Documentation

Prepare preliminary report, recommendations and graphics	2	40			100	2	1		3.5	10.5	17	11	10	7			204
Conduct 2 open house meetings	2	2			2					2	2						10
Hold Study Advisory Committee Meeting	2	2			2					1	1						8
Develop final report	2	20			80	2	1		0.5	6.5	8	4	2				126
Present final report	2									2	1						5
Total Hours	10	64	0	0	184	4	2		4	22	29	15	12	7		353	
Subtotal	\$ 721.20	\$ 2,384.64	\$ -	\$ -	\$ 4,864.96	\$ 128.84	\$ 38.46	\$ 8,138.10	\$ 271.76	\$ 952.82	\$ 1,151.01	\$ 379.65	\$ 300.00	\$ 170.80	\$ 3,226.04	\$ 11,364.14	

TOTAL COST FOR PROJECT

Lose & Associates Direct Salary Subtotal (Direct Labor)	\$ 10,908.01
Lose & Associates Overhead Subtotal (Direct Labor x 1.2644)	\$ 13,792.09
Lose & Associates Net Profit Subtotal	\$ 2,964.01
Direct Cost Estimate	
Lose Sub-Total	\$27,664.11

RPM Direct Salary Subtotal (Direct Labor)	\$ 6,526.40
RPM Overhead Subtotal (Direct Labor x 1.3524)	\$ 8,826.30
RPM Net Profit Subtotal	\$ 1,840.44
Direct Cost Estimate	
RPM Sub-Total	\$17,193.15

Grand Total	\$44,857.26
--------------------	--------------------

APPENDIX B

SUBCONSULTANT AGREEMENT

JOB NO. 823-800
FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-800, dated _____, _____. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

See Appendix E

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Appendix A

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. DBE CLAUSE

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,
- 10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

10. NOTICE

- 10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

- 10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC
Bob Murphy
1101 17th Ave South
Nashville, TN 37212
bobmurphy@rpmtraffice.net


- 10.1.2. To the Consultant:


Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY: 
Chris Camp
President
Title

BY: 
Bob Murphy
President
Title

CERTIFICATION OF CONSULTANT

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5th Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date


Chris Camp, President

CERTIFICATION OF CONSULTANT

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17th Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date



Bob Murphy, President

APPENDIX C
C-3

State Job No. 823-800
Federal Aid Project No. AR-81-X018

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor, City of Jonesboro, Arkansas



CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)

10/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crow Friedman Group 5141 Wheelis Dr. Memphis, TN 38117 (901) 820-0400	CONTACT NAME: Noreen K. Nelson PHONE (A/C, No, Ext): (615) 383-0072 FAX (A/C, No): (615) 297-4020 E-MAIL ADDRESS: noreen@crowfriedman.com PRODUCER CUSTOMER ID #: LOSE&AS-01														
INSURED Lose & Associates Inc. 1314 5th Avenue North, Suite 200 Nashville, TN 37208	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co. of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co. of America	25666	INSURER B : Travelers Indemnity Company	25658	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Co. of America	25666														
INSURER B : Travelers Indemnity Company	25658														
INSURER C : Charter Oak Fire Insurance Company	25615														
INSURER D : XL Specialty Insurance Company	37885														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-7A53746A	10/11/2013	10/11/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			BA-7A537864	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-7A541214	10/11/2013	10/11/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						
<input checked="" type="checkbox"/> RETENTION \$ 10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3803T165	10/11/2013	10/11/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9707041	6/26/2013	6/26/2014	Each Claim \$ 2,000,000
D	Professional Liability			DPR9707041	6/26/2013	6/26/2014	Annual Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Speciman For Proposal Only Cancellation Clause Does Not Apply	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Downtown Jonesboro Pedestrian/Bicycle Safety Study Preliminary Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1 – Project Initiation and Data Collection						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
Task 2 – Evaluation of Existing Conditions						
Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities						
Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
Task 3 – Development of Improvement Recommendations						
Subtask 3.1 Identify Opportunities and Constraints						
Subtask 3.2 Traffic and Parking Analysis						
Task 4 – Study Documentation						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

Appendix E

City of Jonesboro Scope of Work: Downtown Jonesboro Pedestrian/Bicycle Safety Study

The purpose of this project is to develop recommendations for the downtown study area that can be implemented to improve roadway safety for all transportation system users, with an emphasis on pedestrians and cyclists. As typical for a downtown study area such as this, pedestrian and cyclist safety is tightly interrelated with the transportation network as a whole. As such, other aspects of the street network aside from these safety concerns (traffic, parking, etc.) should be evaluated. Our approach for this study consists of 4 major tasks geared toward the development of a safe and convenient mobility network for all users.

Task 1 – Project Initiation and Data Collection

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the pedestrian, bicycle, parking, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, downtown business owners and major employers, healthy lifestyle activists, neighborhood groups, bicycle groups, and other interested parties.

Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land Use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be present to provide counter training and to facilitate the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The interconnectedness of downtown mobility will require that cyclist and pedestrian safety be evaluated along with traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will consist of one or more general deficiencies found within the study area regarding pedestrian and bicycle travel, as well as general traffic operations. The purpose and needs statement will identify the objective of the study and is expected to focus on safety, but will also reference other supporting and interrelated needs such as desired points of connectivity, parking, traffic, etc.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

Task 2 – Evaluation of Existing Conditions

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, identify parking and delivery issues and needs, and evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied.

Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities

The Consultant Team will develop an inventory of current traffic, parking/loading, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed

- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use greenway trails
- Photographs of key roadway segments and locations
- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Locations of on-street parking and general observations of parking occupancy
- Locations of special parking areas such as valet, loading zones, etc.
- Observations of general traffic operations including one-way operation, general traffic signal phasing, etc.
- Observations of general pedestrian movements throughout downtown at major traffic destinations or points of concentrated pedestrian traffic such as transit stops or large employers

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned pedestrian and bicycle facilities designated by type. Locations of pedestrian and bicycle crashes will also be mapped.

Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel

The results of this inventory will be used to determine how suitable the identified roadways are for pedestrian and bicycle travel. The process followed for ascertaining the suitability will result in a Bicycle Level of Service (BLOS) and Pedestrian Level of Service (PLOS) as outlined in the National Cooperative Highway Research Program (NCHRP) Report 616. The goal of this effort is to objectively evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied. The BLOS and PLOS of each identified roadway will be presented clearly on maps of the study area.

Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this crash analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

Task 3 – Development of Improvement Recommendations

Subtask 3.1 Identify Opportunities and Constraints

The Consultant Team will identify opportunities for, and potential constraints to, safer pedestrian and bicycle travel. Potential opportunities include:

- Roadways with adequate widths and/or right-of-way appropriate for bicycle or pedestrian facilities
- Roadways with excess capacity where lane reductions could be considered
- Roadways with wide shoulders
- Streets with unused on-street parking
- Unused right-of-way (locations where public right-of-way exists, but there are no streets)
- Existing and proposed greenway and trail systems
- Future roadway and sidewalk improvement projects
- Low volume roadways
- Changes to traffic patterns (one-way to two-way)
- Increase shuttle service in downtown

The potential constraints that will be identified include:

- Roadways with high traffic volumes and speeds
- Major intersections
- Narrow roadways and roadways with limited right-of-way
- Locations of inadequate bicycle and pedestrian facilities, including missing links and areas that lack ADA accessibility and elderly mobility measures
- Locations with acute parking needs and shortages

The process of identifying potential changes to street cross-sections will generally be limited to the portion of the street within the existing curbs. Working inside the limits of curbs minimizes the cost and impacts of construction and avoids expensive modifications to major systems like utilities and drainage. It is not anticipated that improvement recommendations would include the acquisition of additional right-of-way, which can be cost prohibitive in downtown areas.

Subtask 3.2 Traffic and Parking Analysis

Traffic and parking operations in a downtown setting can be significant factors in improving safety for pedestrians and cyclists. Using the inventory and traffic count data, the Consultant Team will evaluate the critical traffic, parking, and loading needs within the study area. In coordination with City staff, we will propose creative potential improvements which will enhance operations and safety in downtown Jonesboro. Such proposals might include conversion of one-way to two-way street operation, the introduction, reconfiguration, or removal of on-street parking, the reduction of travel lanes or travel lane widths, or the introduction or improvement of dedicated bicycle or pedestrian facilities. In addition, shuttle services expansion will be considered.

Once approved by the City, the improvement proposals will be evaluated by our traffic engineers using industry-standard procedures as defined by the Highway Capacity Manual. The objective of these analyses will be to verify the feasibility of these improvements and quantify the potential traffic impact introduced by any major changes to street operations.

Often, the introduction of safer and more user-friendly pedestrian and bicycle infrastructure comes as a trade-off to the provision of other street amenities. This is particularly true in downtown areas where street and right-of-way width is fixed. Downtowns across the country are rethinking the emphasis which has traditionally been placed on vehicles (parking, traffic lanes, etc.) against the needs for better pedestrian accommodations. Our team will work to provide a clear understanding of the trade-offs which can occur when considering higher-quality accommodations for non-motorized users versus more efficient traffic and parking operations. Rendering and other graphics will be provided as needed to illustrate recommendations.

Throughout the process of consideration of street modifications, recommendations will consistently be compared against the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO.

Task 4 – Study Documentation

Preliminary Report, Advisory Committee Review, Open House and Final Report

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Renderings and graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and

- A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials. **The Consultant Team has no major concerns associated with completing the work required for the Downtown Jonesboro Pedestrian/Bicycle Safety Study.**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 23, 2013

Chris Camp, President
Lose and Associates Inc.
1314 5th Ave North
Suite 200
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

Home Rate 125.94% Field Rate N/A FCCM 0.50%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	Federally Funded	State Funded
Home Office	126.44%	126.44%
Field Office	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at Keith.Gore@tn.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

Keith Gore, Auditor
External Audits



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 19, 2013

Robert Murphy, President
RPM Transportation Consultants, LLC
1101 17th Avenue S.
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

Home Rate 134.76% Field Rate N/A FCCM 0.48%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	Federally Funded	State Funded
Home Office	135.24%	129.48%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at richard.emerson@tn.gov

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-800
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018
DOWNTOWN JONESBORO PEDESTRIAN/BICYCLE SAFETY STUDY

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5th Ave N, Suite 200, Nashville, TN 37208.

WITNESSETH:

WHEREAS, the Owner is planning to conduct a downtown pedestrian/bicycle safety study; and,

WHEREAS, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$44,857.26. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$44,857.26. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

- 3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.
 - 3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

See Appendix A

- 3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,964.01** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
 - 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
 - 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
 - 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

See Appendix E

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

See Appendix E

8. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix E

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

See Appendix E

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
 - Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,

whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 33.1. The Consultant certifies, to the best of its knowledge and belief, that—
 - 33.1.1. The Consultant and any of its Principals—
 - 33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,
 - 33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.
- 33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

- 36.1.1. To the Owner's Representative:

Mayor Harold Perrin
Jonesboro MPO
300 South Church Street
P.O. Box 1845
Jonesboro, AR 72403


- 36.1.2. To the Consultant:

Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com
615-242-0040

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates

City of Jonesboro

BY: 
Chris Camp
President

BY: _____
Harold Perrin
Mayor

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK

Appendix A Downtown Jonesboro - Pedestrian/Bicycle Safety Study	Principal, Chris Camp	Senior Landscape Architect, John Lavender	Sr. Engineer Michael Black	Principal Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Marla Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23		\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40		

Task 1. Project Initiation and Data Collection

Conduct kick-off meeting	2	2			2		1			1	1					9
Develop work plan and issue data needs request					1				1							2
Conduct roadway inventory										3.5	4	0.5				8
Hold Study Advisory Committee Meeting #1	2	2			2					1	1					8
Total Hours	4	4	0	0	5	0	1		1	5.5	6	0.5	0	0		27
Subtotal	\$ 288.48	\$ 149.04	\$ -	\$ -	\$ 132.20	\$ -	\$ 19.23	\$ 588.95	\$ 67.94	\$ 238.21	\$ 238.14	\$ 12.66	\$ -	\$ -	\$ 556.94	\$ 1,145.89

Task 2. Evaluation of Existing Conditions

Map, inventory, analyze crash reports										5	1	3	4			13
Develop collision diagrams										1.5	3	5	4			13.5
Inventory current bicycle and pedestrian facilities					1					1	4	3				9
Hold Study Advisory Committee Meeting #2	2	2			2					1						7
Total Hours	2	2	0	0	3	0	0		0	8.5	8	11	8	0		42.5
Subtotal	\$ 144.24	\$ 74.52	\$ -	\$ -	\$ 79.32	\$ -	\$ -	\$ 298.08	\$ -	\$ 368.14	\$ 317.52	\$ 278.41	\$ 200.00	\$ -	\$ 1,164.07	\$ 1,462.15

Task 3. Development of Improvement Recommendations

Develop draft analyses report	2	20			30	2			1	3.5	17	10	4			89.5
Train/conduct pedestrian counts										1	1					2
Analyze traffic counts										2	2					4
Hold Study Advisory Committee Meeting #3	1	1			1					1	1					5
Total Hours	3	21	0	0	31	2	0		1	7.5	21	10	4	0		100.5
Subtotal	\$ 216.36	\$ 782.46	\$ -	\$ -	\$ 819.64	\$ 64.42	\$ -	\$ 1,882.88	\$ 67.94	\$ 324.83	\$ 833.49	\$ 253.10	\$ 100.00	\$ -	\$ 1,579.36	\$ 3,462.24

Task 4. Study Documentation

Prepare preliminary report, recommendations and graphics	2	40			100	2	1		3.5	10.5	17	11	10	7		204
Conduct 2 open house meetings	2	2			2					2	2					10
Hold Study Advisory Committee Meeting	2	2			2					1	1					8
Develop final report	2	20			80	2	1		0.5	6.5	8	4	2			126
Present final report	2									2	1					5
Total Hours	10	64	0	0	184	4	2		4	22	29	15	12	7		353
Subtotal	\$ 721.20	\$ 2,384.64	\$ -	\$ -	\$ 4,864.96	\$ 128.84	\$ 38.46	\$ 8,138.10	\$ 271.76	\$ 952.82	\$ 1,151.01	\$ 379.65	\$ 300.00	\$ 170.80	\$ 3,226.04	\$ 11,364.14

TOTAL COST FOR PROJECT

Lose & Associates Direct Salary Subtotal (Direct Labor)	\$ 10,908.01
Lose & Associates Overhead Subtotal (Direct Labor x 1.2644)	\$ 13,792.09
Lose & Associates Net Profit Subtotal	\$ 2,964.01
Direct Cost Estimate	
Lose Sub-Total	\$27,664.11

RPM Direct Salary Subtotal (Direct Labor)	\$ 6,526.40
RPM Overhead Subtotal (Direct Labor x 1.3524)	\$ 8,826.30
RPM Net Profit Subtotal	\$ 1,840.44
Direct Cost Estimate	
RPM Sub-Total	\$17,193.15

Grand Total	\$44,857.26
--------------------	--------------------

APPENDIX B

SUBCONSULTANT AGREEMENT

JOB NO. 823-800
FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-800, dated _____, _____. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

See Appendix E

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Appendix A

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. **DBE CLAUSE**

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,
- 10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

10. NOTICE

- 10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

- 10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC
Bob Murphy
1101 17th Ave South
Nashville, TN 37212
bobmurphy@rpmtraffic.net


- 10.1.2. To the Consultant:


Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY: 
Chris Camp
President
Title

BY: 
Bob Murphy
President
Title

CERTIFICATION OF CONSULTANT

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5th Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date


Chris Camp, President

CERTIFICATION OF CONSULTANT

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17th Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date



Bob Murphy, President

APPENDIX C
C-3

State Job No. 823-800
Federal Aid Project No. AR-81-X018

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor, City of Jonesboro, Arkansas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (615) 383-6700 Fax: (615) 383-6823 JAMES P. MANNING THE MANNING AGENCY 104 WOODMONT BLVD SUITE 105 NASHVILLE TN 37205	CONTACT NAME: The Manning Agency PHONE (A/C, No, Ext): (615) 383-6700 FAX (A/C, No): (615) 383-6823 E-MAIL ADDRESS: JP@THEMANNINGAGENCY.COM PRODUCER CUSTOMER ID: 540																					
INSURED LOSE & ASSOCIATES, INC. 1314 5TH AVE N SUITE 200 NASHVILLE TN 37208	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Travelers Indemnity Company</td> <td>19046</td> </tr> <tr> <td>INSURER B :</td> <td>Charter Oak Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Casualty Insurance Company of America</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company	19046	INSURER B :	Charter Oak Fire Insurance Company		INSURER C :	Travelers Casualty Insurance Company of America		INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	The Travelers Indemnity Company	19046																				
INSURER B :	Charter Oak Fire Insurance Company																					
INSURER C :	Travelers Casualty Insurance Company of America																					
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER: 1336** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680-7A53746A-TIA-12	10/11/12	10/11/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-7A537864-12	10/11/12	10/11/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-7A541214-12-47	10/11/12	10/11/13	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N N/A			X0UB-3803T16-5-12	10/11/12	10/11/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHE	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

SPECIMAN SPECIMAN SPECIMAN Attention:	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>James P. Manning</i> James P. Manning</p>
--	---

Downtown Jonesboro Pedestrian/Bicycle Safety Study Preliminary Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1 – Project Initiation and Data Collection						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
Task 2 – Evaluation of Existing Conditions						
Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities						
Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
Task 3 – Development of Improvement Recommendations						
Subtask 3.1 Identify Opportunities and Constraints						
Subtask 3.2 Traffic and Parking Analysis						
Task 4 – Study Documentation						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

Appendix E

City of Jonesboro Scope of Work: Downtown Jonesboro Pedestrian/Bicycle Safety Study

The purpose of this project is to develop recommendations for the downtown study area that can be implemented to improve roadway safety for all transportation system users, with an emphasis on pedestrians and cyclists. As typical for a downtown study area such as this, pedestrian and cyclist safety is tightly interrelated with the transportation network as a whole. As such, other aspects of the street network aside from these safety concerns (traffic, parking, etc.) should be evaluated. Our approach for this study consists of 4 major tasks geared toward the development of a safe and convenient mobility network for all users.

Task 1 – Project Initiation and Data Collection

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the pedestrian, bicycle, parking, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, downtown business owners and major employers, healthy lifestyle activists, neighborhood groups, bicycle groups, and other interested parties.

Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land Use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be present to provide counter training and to facilitate the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The interconnectedness of downtown mobility will require that cyclist and pedestrian safety be evaluated along with traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will consist of one or more general deficiencies found within the study area regarding pedestrian and bicycle travel, as well as general traffic operations. The purpose and needs statement will identify the objective of the study and is expected to focus on safety, but will also reference other supporting and interrelated needs such as desired points of connectivity, parking, traffic, etc.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

Task 2 – Evaluation of Existing Conditions

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, identify parking and delivery issues and needs, and evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied.

Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities

The Consultant Team will develop an inventory of current traffic, parking/loading, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed

- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use greenway trails
- Photographs of key roadway segments and locations
- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Locations of on-street parking and general observations of parking occupancy
- Locations of special parking areas such as valet, loading zones, etc.
- Observations of general traffic operations including one-way operation, general traffic signal phasing, etc.
- Observations of general pedestrian movements throughout downtown at major traffic destinations or points of concentrated pedestrian traffic such as transit stops or large employers

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned pedestrian and bicycle facilities designated by type. Locations of pedestrian and bicycle crashes will also be mapped.

Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel

The results of this inventory will be used to determine how suitable the identified roadways are for pedestrian and bicycle travel. The process followed for ascertaining the suitability will result in a Bicycle Level of Service (BLOS) and Pedestrian Level of Service (PLOS) as outlined in the National Cooperative Highway Research Program (NCHRP) Report 616. The goal of this effort is to objectively evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied. The BLOS and PLOS of each identified roadway will be presented clearly on maps of the study area.

Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this crash analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

Task 3 – Development of Improvement Recommendations

Subtask 3.1 Identify Opportunities and Constraints

The Consultant Team will identify opportunities for, and potential constraints to, safer pedestrian and bicycle travel. Potential opportunities include:

- Roadways with adequate widths and/or right-of-way appropriate for bicycle or pedestrian facilities
- Roadways with excess capacity where lane reductions could be considered
- Roadways with wide shoulders
- Streets with unused on-street parking
- Unused right-of-way (locations where public right-of-way exists, but there are no streets)
- Existing and proposed greenway and trail systems
- Future roadway and sidewalk improvement projects
- Low volume roadways
- Changes to traffic patterns (one-way to two-way)
- Increase shuttle service in downtown

The potential constraints that will be identified include:

- Roadways with high traffic volumes and speeds
- Major intersections
- Narrow roadways and roadways with limited right-of-way
- Locations of inadequate bicycle and pedestrian facilities, including missing links and areas that lack ADA accessibility and elderly mobility measures
- Locations with acute parking needs and shortages

The process of identifying potential changes to street cross-sections will generally be limited to the portion of the street within the existing curbs. Working inside the limits of curbs minimizes the cost and impacts of construction and avoids expensive modifications to major systems like utilities and drainage. It is not anticipated that improvement recommendations would include the acquisition of additional right-of-way, which can be cost prohibitive in downtown areas.

Subtask 3.2 Traffic and Parking Analysis

Traffic and parking operations in a downtown setting can be significant factors in improving safety for pedestrians and cyclists. Using the inventory and traffic count data, the Consultant Team will evaluate the critical traffic, parking, and loading needs within the study area. In coordination with City staff, we will propose creative potential improvements which will enhance operations and safety in downtown Jonesboro. Such proposals might include conversion of one-way to two-way street operation, the introduction, reconfiguration, or removal of on-street parking, the reduction of travel lanes or travel lane widths, or the introduction or improvement of dedicated bicycle or pedestrian facilities. In addition, shuttle services expansion will be considered.

Once approved by the City, the improvement proposals will be evaluated by our traffic engineers using industry-standard procedures as defined by the Highway Capacity Manual. The objective of these analyses will be to verify the feasibility of these improvements and quantify the potential traffic impact introduced by any major changes to street operations.

Often, the introduction of safer and more user-friendly pedestrian and bicycle infrastructure comes as a trade-off to the provision of other street amenities. This is particularly true in downtown areas where street and right-of-way width is fixed. Downtowns across the country are rethinking the emphasis which has traditionally been placed on vehicles (parking, traffic lanes, etc.) against the needs for better pedestrian accommodations. Our team will work to provide a clear understanding of the trade-offs which can occur when considering higher-quality accommodations for non-motorized users versus more efficient traffic and parking operations. Rendering and other graphics will be provided as needed to illustrate recommendations.

Throughout the process of consideration of street modifications, recommendations will consistently be compared against the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO.

Task 4 – Study Documentation

Preliminary Report, Advisory Committee Review, Open House and Final Report

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Renderings and graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and

- A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials. **The Consultant Team has no major concerns associated with completing the work required for the Downtown Jonesboro Pedestrian/Bicycle Safety Study.**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 23, 2013

Chris Camp, President
Lose and Associates Inc.
1314 5th Ave North
Suite 200
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

Home Rate 125.94% Field Rate N/A FCCM 0.50%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	Federally Funded	State Funded
Home Office	126.44%	126.44%
Field Office	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at Keith.Gore@tn.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

**Keith Gore, Auditor
External Audits**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 19, 2013

Robert Murphy, President
RPM Transportation Consultants, LLC
1101 17th Avenue S.
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

Home Rate 134.76% Field Rate N/A FCCM 0.48%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	Federally Funded	State Funded
Home Office	135.24%	129.48%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.


TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at richard.emerson@tn.gov

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273



Legislation Details (With Text)

File #:	RES-14:054	Version:	1	Name:	Agreement with Lose & Associates for a bicycle-pedestrian study for Johnson Avenue
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/30/2014	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE				
Sponsors:	MPO				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement - REVISED Agreement				

Date	Ver.	Action By	Action	Result
5/6/2014	1	Public Works Council Committee		

A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE

WHEREAS, the Transportation Policy Committee of the Jonesboro Area Transportation Study (JATS) is the officially designated Metropolitan Planning Organization (MPO) for the Jonesboro metropolitan area; and

WHEREAS, pursuant to Resolution 2003-01, the City of Jonesboro is the fiscal agent for the Jonesboro Area Transportation Study; and

WHEREAS, the Jonesboro MPO wishes to enter into an agreement with Lose and Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue; and

WHEREAS, the funding for this project shall come from funds allocated in the Jonesboro MPO State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

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

Section 1: The City of Jonesboro shall enter into an agreement with Lose & Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue.

Section 2: The total financial contribution shall come from funds allocated in the State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

Section 3: 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.

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-700
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018
JOHNSON AVENUE BICYCLE/PEDESTRIAN STUDY

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5th Ave N, Suite 200, Nashville, TN 37208.

WITNESSETH:

WHEREAS, the Owner is planning to conduct a pedestrian/bicycle safety study for Johnson Ave.; and,

WHEREAS, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$45,075.24. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent (provisional upon approved 2013 rate). If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$45,075.24. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

See Appendix A

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,051.52** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

See Appendix E

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

See Appendix E

8. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix E

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

10. COORDINATION WITH OWNER

10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

12. ACCESS TO PROPERTY

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

See Appendix E

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,

whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:

Mayor Harold Perrin
Jonesboro MPO
300 South Church Street
P.O. Box 1845
Jonesboro, AR 72403

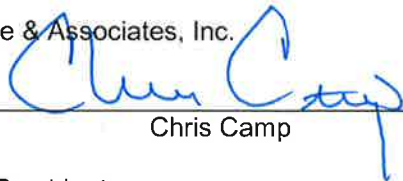
36.1.2. To the Consultant:

Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com
615-242-0040

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates, Inc.

BY:


Chris Camp

President

Title

City of Jonesboro

BY:

Harold Perrin

Mayor of Jonesboro

Title

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK

Appendix A Johnson Avenue - Pedestrian Safety Study	Principal, Chris Camp	Senior Landscape Architect, John Laverder	Sr. Engineer Michael Black	Principal, Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Marla Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
	Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23	\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40		

Task 1. Project Initiation and Data Collection

Conduct kick-off meeting	5	5			5					5	5					25
Develop work plan and issue data needs request					1				1							2
Conduct roadway inventory										3.5	4	0.5				8
Hold Study Advisory Committee Meeting #1	1	1			1					1	1					5
Total Hours	6	6	0	0	7	0	0		1	9.5	10	0.5	0	0		40
Subtotal	\$ 432.72	\$ 223.56	\$ -	\$ -	\$ 185.08	\$ -	\$ -	\$ 841.36	\$ 67.94	\$ 411.45	\$ 396.90	\$ 12.66	\$ -	\$ -	\$ 888.94	\$ 1,730.30

Task 2. Evaluation of Existing Conditions

Map, inventory, analyze crash reports										6	4	3	4			17
Develop collision diagrams										1.5	4	5	4			14.5
Inventory current bicycle and pedestrian facilities					1					1	4	3				9
Hold Study Advisory Committee Meeting #2	5	5			5					1						16
Total Hours	5	5	0	0	6	0	0		0	9.5	12	11	8	0		56.5
Subtotal	\$ 360.60	\$ 186.30	\$ -	\$ -	\$ 158.64	\$ -	\$ -	\$ 705.54	\$ -	\$ 411.45	\$ 476.28	\$ 278.41	\$ 200.00	\$ -	\$ 1,366.14	\$ 2,071.68

Task 3. Development of Improvement Recommendations

Develop draft analyses report	2	5			10	2			1	7.5	21	10	4			62.5
Train/conduct pedestrian counts										1	1					2
Analyze traffic counts										2	2					4
Hold Study Advisory Committee Meeting #3	5	5			5					1	1					17
Total Hours	7	10	0	0	15	2	0		1	11.5	25	10	4	0		85.5
Subtotal	\$ 504.84	\$ 372.60	\$ -	\$ -	\$ 396.60	\$ 64.42	\$ -	\$ 1,338.46	\$ 67.94	\$ 498.07	\$ 992.25	\$ 253.10	\$ 100.00	\$ -	\$ 1,911.36	\$ 3,249.82

Task 4. Study Documentation

Prepare preliminary report, recommendations and graphics	2	15			60				3.5	14.5	21	11	10	7		144
Conduct 2 open house meetings	6	6			6					2	2					22
Hold Study Advisory Committee Meeting	1	1			1					1	1					5
Develop final report	2	5			25				0.5	6.5	8	4	2			53
Present final report	6									6	1					13
Total Hours	17	27	0	0	92	0	0		4	30	33	15	12	7		237
Subtotal	\$ 1,226.04	\$ 1,006.02	\$ -	\$ -	\$ 2,432.48	\$ -	\$ -	\$ 4,664.54	\$ 271.76	\$ 1,299.30	\$ 1,309.77	\$ 379.65	\$ 300.00	\$ 170.80	\$ 3,731.28	\$ 8,395.82

TOTAL COST FOR PROJECT

Lose & Associates Direct Salary Subtotal (Direct Labor)	\$ 7,549.90
Lose & Associates Overhead Subtotal (Direct Labor x 1.2644)	\$ 9,546.09
Lose & Associates Net Profit Subtotal	\$ 2,051.52
Direct Cost Estimate	\$ 5,122.00
Lose Sub-Total	\$24,269.51

RPM Direct Salary Subtotal (Direct Labor)	\$ 7,897.71
RPM Overhead Subtotal (Direct Labor x 1.3524)	\$ 10,680.86
RPM Net Profit Subtotal	\$ 2,227.15
Direct Cost Estimate	
RPM Sub-Total	\$20,805.73

Grand Total	\$45,075.24
--------------------	--------------------

Direct Cost Estimate	Lodging	Mileage	Meal Expenses	Total
Trip 1	5@ \$77 = \$385.00	600@ \$0.47 = \$282.00	5@ 2Days*75% = \$345.00	
Trip 2	5@ \$77 = \$385.00	600@ \$0.47 = \$282.00	5@ 2Days*75% = \$345.00	
Trip 3	5@ \$77 = \$385.00	600@ \$0.47 = \$282.00	5@ 2Days*75% = \$345.00	
Trip 4	5@ \$77 = \$385.00	600@ \$0.47 = \$282.00	5@ 2Days*75% = \$345.00	
Trip 5	2@ \$77 = \$154.00	600@ \$0.47 = \$282.00	2@ 2Days*75% = \$138.00	
	\$1,694.00	\$1,410.00	\$1,518.00	\$4,622.00

Printing Cost	\$500.00
Direct Cost	\$5,122.00
Total	\$5,122.00

APPENDIX B

SUBCONSULTANT AGREEMENT

JOB NO. 823-700

FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-700, dated _____, _____. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

See Appendix E

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Appendix A

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. DBE CLAUSE

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,

10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

10. **NOTICE**

10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC
Bob Murphy
1101 17th Ave South
Nashville, TN 37212
bobmurphy@rpmtraffic.net


10.1.2. To the Consultant:

Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY: 
Chris Camp
President
Title

BY: 
Bob Murphy
President
Title

CERTIFICATION OF CONSULTANT

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5th Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

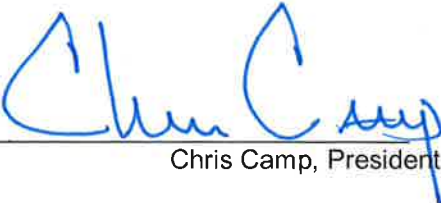
- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date


Chris Camp, President

CERTIFICATION OF CONSULTANT

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17th Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

4/29/14



Bob Murphy, President

APPENDIX C
C-3

State Job No. 823-700
Federal Aid Project No. AR-81-X018

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Harold Perrin, Mayor



CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)
10/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Crow Friedman Group 5141 Wheelis Dr. Memphis, TN 38117 (901) 820-0400		CONTACT NAME: Noreen K. Nelson PHONE (A/C, No, Ext): (615) 383-0072 FAX (A/C, No): (615) 297-4020 E-MAIL ADDRESS: noreen@crowfriedman.com PRODUCER CUSTOMER ID #: LOSE&AS-01													
INSURED Lose & Associates Inc. 1314 5th Avenue North, Suite 200 Nashville, TN 37208		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Travelers Indemnity Co. of America	25666	INSURER B : Travelers Indemnity Company	25658	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
INSURER A : Travelers Indemnity Co. of America	25666														
INSURER B : Travelers Indemnity Company	25658														
INSURER C : Charter Oak Fire Insurance Company	25615														
INSURER D : XL Specialty Insurance Company	37885														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-7A53746A	10/11/2013	10/11/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			BA-7A537864	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-7A541214	10/11/2013	10/11/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3803T165	10/11/2013	10/11/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9707041	6/26/2013	6/26/2014	Each Claim \$2,000,000
D	Professional Liability			DPR9707041	6/26/2013	6/26/2014	Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER Speciman For Proposal Only Cancellation Clause Does Not Apply	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Appendix D

**Johnson Avenue Bicycle/Pedestrian Safety Study
Preliminary Schedule**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1 – Project Initiation and Data Collection						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
Task 2 – Evaluation of Existing Conditions						
Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities						
Subtask 2.2 Development and Mapping of Destinations						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
Subtask 2.4 Pedestrian and Cyclist Observations						
Task 3 – Development of Improvement Recommendations						
Analyses and improvement Recommendations						
Task 4 – Study Documentation						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

Appendix E

City of Jonesboro Scope of Work: Johnson Avenue Bicycle/Pedestrian Safety Study

The purpose of this project is to develop recommendations for the Johnson Avenue study area that can be implemented to improve mobility conditions for pedestrians and cyclists along and across this major east-west corridor. A review of crash data will be supplemented with on-site observations to determine the locations of highest need. Recommendations will be developed using both traditional and state-of-the-art countermeasures for non-motorized and traffic safety. Our approach for this study consists of 4 major tasks and 9 subtasks outlined below.

Task 1 – Project Initiation and Data Collection

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the bicycle, pedestrian, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, Arkansas State University students and faculty, neighborhood groups, bicycle groups, and other interested parties.

Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be on hand to provide counter training and facilitation of the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The ability of non-motorized users to safely cross and travel along Johnson Avenue is largely dependent on traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will identify the objective of the study and will consist of one or more general deficiencies found within the study corridor regarding pedestrian and bicycle travel as well as general traffic operations.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

Task 2 – Evaluation of Existing Conditions

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, and observe locations of high usage by non-motorized users as well as prevailing behavior trends at these locations.

Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities

The Consultant Team will develop an inventory of current traffic, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed
- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use trails
- Photographs of key roadway segments and locations

- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Observations of general traffic operations including speed limits, general traffic signal phasing, etc.

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned bicycle and pedestrian facilities designated by type. Locations of bicycle and pedestrian crashes will also be mapped.

Subtask 2.2 Development and Mapping of Destinations

This subtask will result in a better understanding of the desire-lines for pedestrian and bicycle travel within the corridor. Members of the study advisory committee or other stakeholders (such as ASU) will provide input into likely origins and destinations of non-motorized travel. Such places may include multi-family housing, dormitories, grocery or convenience stores, other shopping opportunities, bus stops, or employment locations. These destinations will be mapped.

Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this safety analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

Subtask 2.4 Pedestrian and Cyclist Observations

Observing locations of high pedestrian and bike usage often yields the most insight into how non-motorized users interact with the study corridor. These observations will be used to verify desire-lines for travel, including crossing locations, along with activities like pushbutton usage, pedestrians dwelling in the median, crossing against the signal, motorists failing to yield to pedestrians, etc. Observed behaviors are likely to be the best direct input into the development of safety improvement recommendations. These locations of high activity will be mapped along with the travel origin and destination locations.

Task 3 – Development of Improvement Recommendations

Analyses and Improvement Recommendations

The Consultant Team will identify opportunities for, and constraints to, safer pedestrian and bicycle travel by using information from the existing facilities inventory, understanding the major walking and cycling origins and destinations, analyzing crash incidents, and observing street usage. Because this study is limited to a single corridor, a limited number of specific improvements are expected. Some possibilities include:

- Analysis of a road diet (converting traffic lanes to other uses if excess traffic capacity exists)
- Sidewalk improvements (including curb extensions, etc.) to address ADA accessibility and elderly mobility safety issues
- Conversion of sidewalk into a wider multi-use path
- Crosswalk improvements at signalized intersections
- Construction of strategically-placed median segments to serve as crossing refuge areas
- Facilitation of mid-block crossing locations
- Improved signage and automated traffic controls at new signalized pedestrian or mid-block crossing locations

Another possibility that will be investigated is whether a parallel street having lower traffic volumes, such as Aggie Road (2,400 vehicles per day as opposed to 20,000 on Johnson Avenue), could be designated as the preferred bike route. Crossing improvements would still be needed on Johnson Avenue, but non-motorized travel connecting ASU and downtown may be better facilitated with an alternate route. The Consultant Team will carefully investigate such possible strategies.

While considering potential street modifications, the Consultant Team will regularly compare the study

recommendations to the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO. Rendering and other graphics will be provided as needed to illustrate recommendations.

Task 4 – Study Documentation

Preliminary Report, Advisory Committee Review, Open House and Final Report

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Rendering and other graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 23, 2013

Chris Camp, President
Lose and Associates Inc.
1314 5th Ave North
Suite 200
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

Home Rate 125.94% Field Rate N/A FCCM 0.50%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	Federally Funded	State Funded
Home Office	126.44%	126.44%
Field Office	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at Keith.Gore@tn.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

**Keith Gore, Auditor
External Audits**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 19, 2013

Robert Murphy, President
RPM Transportation Consultants, LLC
1101 17th Avenue S.
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

Home Rate 134.76% Field Rate N/A FCCM 0.48%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	Federally Funded	State Funded
Home Office	135.24%	129.48%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.


TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at richard.emerson@tn.gov

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-700
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018
JOHNSON AVENUE BICYCLE/PEDESTRIAN STUDY

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5th Ave N, Suite 200, Nashville, TN 37208.

WITNESSETH:

WHEREAS, the Owner is planning to conduct a pedestrian/bicycle safety study for Johnson Ave.; and,

WHEREAS, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$45,075.24. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$45,075.24. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

See Appendix A

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,051.52** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

See Appendix E

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

See Appendix E

8. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix E

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

N/A

10. COORDINATION WITH OWNER

10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

12. ACCESS TO PROPERTY

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

See Appendix E

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,

whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

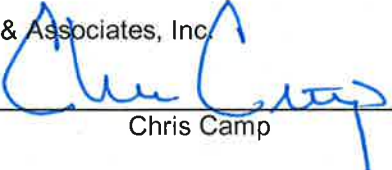
36.1.1. To the Owner's Representative:

Mayor Harold Perrin
 Jonesboro MPO
 300 South Church Street
 P.O. Box 1845
 Jonesboro, AR 72403

36.1.2. To the Consultant:

Lose & Associates, Inc.
 Chris Camp
 1314 5th Ave N, Suite 200
 Nashville, TN 37208
ccamp@loseassoc.com
 615-242-0040

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates, Inc.
 BY: 

 Chris Camp

 President

 Title

(OWNER'S NAME)
 BY: _____
 Harold Perrin

 Mayor of Jonesboro

 Title

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK

Appendix A Johnson Avenue - Pedestrian Safety Study	Principal, Chris Camp	Senior Landscape Architect, John Lavender	Sr. Engineer Michael Black	Principal, Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Maria Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
	Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23		\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40	

Task 1. Project Initiation and Data Collection

Conduct kick-off meeting	5	5			5					5	5						25
Develop work plan and issue data needs request					1				1								2
Conduct roadway inventory										3.5	4	0.5					8
Hold Study Advisory Committee Meeting #1	1	1			1					1	1						5
Total Hours	6	6	0	0	7	0	0		1	9.5	10	0.5	0	0		40	
Subtotal	\$ 432.72	\$ 223.56	\$ -	\$ -	\$ 185.08	\$ -	\$ -	\$ 841.36	\$ 67.94	\$ 411.45	\$ 396.90	\$ 12.66	\$ -	\$ -	\$ 888.94	\$ 1,730.30	

Task 2. Evaluation of Existing Conditions

Map, inventory, analyze crash reports										6	4	3	4				17
Develop collision diagrams										1.5	4	5	4				14.5
Inventory current bicycle and pedestrian facilities					1					1	4	3					9
Hold Study Advisory Committee Meeting #2	5	5			5					1							16
Total Hours	5	5	0	0	6	0	0		0	9.5	12	11	8	0		56.5	
Subtotal	\$ 360.60	\$ 186.30	\$ -	\$ -	\$ 158.64	\$ -	\$ -	\$ 705.54	\$ -	\$ 411.45	\$ 476.28	\$ 278.41	\$ 200.00	\$ -	\$ 1,366.14	\$ 2,071.68	

Task 3. Development of Improvement Recommendations

Develop draft analyses report	2	5			10	2			1	7.5	21	10	4				62.5
Train/conduct pedestrian counts										1	1						2
Analyze traffic counts										2	2						4
Hold Study Advisory Committee Meeting #3	5	5			5					1	1						17
Total Hours	7	10	0	0	15	2	0		1	11.5	25	10	4	0		85.5	
Subtotal	\$ 504.84	\$ 372.60	\$ -	\$ -	\$ 396.60	\$ 64.42	\$ -	\$ 1,338.46	\$ 67.94	\$ 498.07	\$ 992.25	\$ 253.10	\$ 100.00	\$ -	\$ 1,911.36	\$ 3,249.82	

Task 4. Study Documentation

Prepare preliminary report, recommendations and graphics	2	15			60				3.5	14.5	21	11	10	7			144
Conduct 2 open house meetings	6	6			6					2	2						22
Hold Study Advisory Committee Meeting	1	1			1					1	1						5
Develop final report	2	5			25				0.5	6.5	8	4	2				53
Present final report	6									6	1						13
Total Hours	17	27	0	0	92	0	0		4	30	33	15	12	7		237	
Subtotal	\$ 1,226.04	\$ 1,006.02	\$ -	\$ -	\$ 2,432.48	\$ -	\$ -	\$ 4,664.54	\$ 271.76	\$ 1,299.30	\$ 1,309.77	\$ 379.65	\$ 300.00	\$ 170.80	\$ 3,731.28	\$ 8,395.82	

TOTAL COST FOR PROJECT

Lose & Associates Direct Salary Subtotal (Direct Labor)	\$ 7,549.90
Lose & Associates Overhead Subtotal (Direct Labor x 1.2644)	\$ 9,546.09
Lose & Associates Net Profit Subtotal	\$ 2,051.52
Direct Cost Estimate	\$ 5,122.00
Lose Sub-Total	\$24,269.51

RPM Direct Salary Subtotal (Direct Labor)	\$ 7,897.71
RPM Overhead Subtotal (Direct Labor x 1.3524)	\$ 10,680.86
RPM Net Profit Subtotal	\$ 2,227.15
Direct Cost Estimate	
RPM Sub-Total	\$20,805.73

Grand Total	\$45,152.80
--------------------	--------------------

Direct Cost Estimate	Lodging	Mileage	Per Diem	Total
Trip 1	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 2	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 3	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 4	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 5	2@577 \$1154.00	600@0.47 \$282.00	2@2Days*75% \$138.00	
	\$1,694.00	\$1,410.00	\$1,518.00	\$4,622.00

Printing Cost	\$500.00
Direct Cost	\$5,122.00
Total	\$5,622.00

APPENDIX B

SUBCONSULTANT AGREEMENT

JOB NO. 823-700

FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-700, dated _____, _____. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

See Appendix E

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Appendix A

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. DBE CLAUSE

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,

10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

10. **NOTICE**

10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC
Bob Murphy
1101 17th Ave South
Nashville, TN 37212
bobmurphy@rpmtraffic.net


10.1.2. To the Consultant:

Lose & Associates, Inc.
Chris Camp
1314 5th Ave N, Suite 200
Nashville, TN 37208
ccamp@loseassoc.com

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY: 
Chris Camp
President
Title

BY: 
Bob Murphy
President
Title

CERTIFICATION OF CONSULTANT

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5th Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

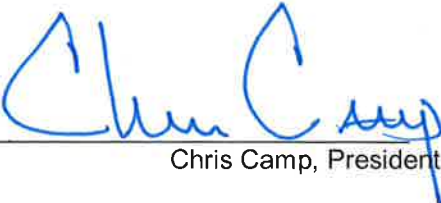
- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14
Date


Chris Camp, President

CERTIFICATION OF CONSULTANT

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17th Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

4/29/14



Bob Murphy, President

APPENDIX C
C-3

State Job No. 823-700
Federal Aid Project No. AR-81-X018

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Harold Perrin, Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (615) 383-6700 Fax: (615) 383-6823 JAMES P. MANNING THE MANNING AGENCY 104 WOODMONT BLVD SUITE 105 NASHVILLE TN 37205	CONTACT NAME: The Manning Agency PHONE (A/C, No, Ext): (615) 383-6700 FAX (A/C, No): (615) 383-6823 E-MAIL ADDRESS: JP@THEMANNINGAGENCY.COM PRODUCER CUSTOMER ID: 540																					
INSURED LOSE & ASSOCIATES, INC. 1314 5TH AVE N SUITE 200 NASHVILLE TN 37208	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Travelers Indemnity Company</td> <td>19046</td> </tr> <tr> <td>INSURER B :</td> <td>Charter Oak Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Casualty Insurance Company of America</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company	19046	INSURER B :	Charter Oak Fire Insurance Company		INSURER C :	Travelers Casualty Insurance Company of America		INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	The Travelers Indemnity Company	19046																				
INSURER B :	Charter Oak Fire Insurance Company																					
INSURER C :	Travelers Casualty Insurance Company of America																					
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER: 1336** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680-7A53746A-TIA-12	10/11/12	10/11/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-7A537864-12	10/11/12	10/11/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-7A541214-12-47	10/11/12	10/11/13	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N N/A			X0UB-3803T16-5-12	10/11/12	10/11/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHR	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER**CANCELLATION**

SPECIMAN SPECIMAN SPECIMAN Attention:	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>James P. Manning</i> James P. Manning</p>
--	---

Appendix D

**Johnson Avenue Bicycle/Pedestrian Safety Study
Preliminary Schedule**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1 – Project Initiation and Data Collection						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
Task 2 – Evaluation of Existing Conditions						
Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities						
Subtask 2.2 Development and Mapping of Destinations						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
Subtask 2.4 Pedestrian and Cyclist Observations						
Task 3 – Development of Improvement Recommendations						
Analyses and improvement Recommendations						
Task 4 – Study Documentation						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

Appendix E

City of Jonesboro Scope of Work: Johnson Avenue Bicycle/Pedestrian Safety Study

The purpose of this project is to develop recommendations for the Johnson Avenue study area that can be implemented to improve mobility conditions for pedestrians and cyclists along and across this major east-west corridor. A review of crash data will be supplemented with on-site observations to determine the locations of highest need. Recommendations will be developed using both traditional and state-of-the-art countermeasures for non-motorized and traffic safety. Our approach for this study consists of 4 major tasks and 9 subtasks outlined below.

Task 1 – Project Initiation and Data Collection

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the bicycle, pedestrian, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, Arkansas State University students and faculty, neighborhood groups, bicycle groups, and other interested parties.

Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be on hand to provide counter training and facilitation of the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The ability of non-motorized users to safely cross and travel along Johnson Avenue is largely dependent on traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will identify the objective of the study and will consist of one or more general deficiencies found within the study corridor regarding pedestrian and bicycle travel as well as general traffic operations.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

Task 2 – Evaluation of Existing Conditions

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, and observe locations of high usage by non-motorized users as well as prevailing behavior trends at these locations.

Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities

The Consultant Team will develop an inventory of current traffic, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed
- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use trails
- Photographs of key roadway segments and locations

- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Observations of general traffic operations including speed limits, general traffic signal phasing, etc.

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned bicycle and pedestrian facilities designated by type. Locations of bicycle and pedestrian crashes will also be mapped.

Subtask 2.2 Development and Mapping of Destinations

This subtask will result in a better understanding of the desire-lines for pedestrian and bicycle travel within the corridor. Members of the study advisory committee or other stakeholders (such as ASU) will provide input into likely origins and destinations of non-motorized travel. Such places may include multi-family housing, dormitories, grocery or convenience stores, other shopping opportunities, bus stops, or employment locations. These destinations will be mapped.

Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this safety analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

Subtask 2.4 Pedestrian and Cyclist Observations

Observing locations of high pedestrian and bike usage often yields the most insight into how non-motorized users interact with the study corridor. These observations will be used to verify desire-lines for travel, including crossing locations, along with activities like pushbutton usage, pedestrians dwelling in the median, crossing against the signal, motorists failing to yield to pedestrians, etc. Observed behaviors are likely to be the best direct input into the development of safety improvement recommendations. These locations of high activity will be mapped along with the travel origin and destination locations.

Task 3 – Development of Improvement Recommendations

Analyses and Improvement Recommendations

The Consultant Team will identify opportunities for, and constraints to, safer pedestrian and bicycle travel by using information from the existing facilities inventory, understanding the major walking and cycling origins and destinations, analyzing crash incidents, and observing street usage. Because this study is limited to a single corridor, a limited number of specific improvements are expected. Some possibilities include:

- Analysis of a road diet (converting traffic lanes to other uses if excess traffic capacity exists)
- Sidewalk improvements (including curb extensions, etc.) to address ADA accessibility and elderly mobility safety issues
- Conversion of sidewalk into a wider multi-use path
- Crosswalk improvements at signalized intersections
- Construction of strategically-placed median segments to serve as crossing refuge areas
- Facilitation of mid-block crossing locations
- Improved signage and automated traffic controls at new signalized pedestrian or mid-block crossing locations

Another possibility that will be investigated is whether a parallel street having lower traffic volumes, such as Aggie Road (2,400 vehicles per day as opposed to 20,000 on Johnson Avenue), could be designated as the preferred bike route. Crossing improvements would still be needed on Johnson Avenue, but non-motorized travel connecting ASU and downtown may be better facilitated with an alternate route. The Consultant Team will carefully investigate such possible strategies.

While considering potential street modifications, the Consultant Team will regularly compare the study

recommendations to the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO. Rendering and other graphics will be provided as needed to illustrate recommendations.

Task 4 – Study Documentation

Preliminary Report, Advisory Committee Review, Open House and Final Report

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Rendering and other graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 23, 2013

Chris Camp, President
Lose and Associates Inc.
1314 5th Ave North
Suite 200
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

Home Rate 125.94% Field Rate N/A FCCM 0.50%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	Federally Funded	State Funded
Home Office	126.44%	126.44%
Field Office	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at Keith.Gore@tn.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

**Keith Gore, Auditor
External Audits**



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 19, 2013

Robert Murphy, President
RPM Transportation Consultants, LLC
1101 17th Avenue S.
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

Home Rate 134.76% Field Rate N/A FCCM 0.48%

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	Federally Funded	State Funded
Home Office	135.24%	129.48%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.


TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at richard.emerson@tn.gov

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273



Legislation Details (With Text)

File #: RES-14:055 **Version:** 1 **Name:** Property purchase for 1502 E. Johnson Avenue
Type: Resolution **Status:** Recommended to Council
File created: 4/30/2014 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP
Sponsors: Mayor's Office
Indexes: Contract, Property purchase - real
Code sections:
Attachments: [1502 Johnson Ave.](#)

Date	Ver.	Action By	Action	Result
5/6/2014	1	Public Works Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP

WHEREAS, the City of Jonesboro desires to enter into a contract to purchase the property located at 1502 E. Johnson Avenue, Jonesboro, Arkansas Lot 5 Block B Pyles Addition and owned by Doug and Linda Bishop; and

WHEREAS, the cost for the purchase of said property is \$25,000.00 plus normal closing costs; and

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

1. The City of Jonesboro, Arkansas shall contract with Doug and Linda Bishop and their selling agent, Darrel Cook Real Estate Service for the purchase of the of the property located in Jonesboro, Arkansas for the purchase of \$25,000.00 plus normal closing costs.
2. A copy of the Real Estate Contract is attached hereto.
3. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Real Estate Contract (Lots and Acreage)

Page 1 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

1. PARTIES: _____ City Of Jonesboro

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract null and void and receive a return of Earnest Money (if any).

1502 E Johnson, Jonesboro Ar,,, Lot 5 Block B Pyles Addition Of Jonesboro Ar, Craighead County

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): *(select one of the following four options)*

- total purchase price, \$25,000.00
- or;
- price per acre, \$ _____
- or;
- price per square foot, \$ _____
- or;
- price per front foot \$ _____

with Buyer paying the sum of \$ _____
in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance")
to be paid pursuant to the following:

- (i) **NEW LOAN:** Subject to the Property appraising for not less than the Purchase Price and Buyer's ability to obtain a loan to be secured by the Property in the amount of \$ _____

FINANCING AS FOLLOWS:

- (ii) **CASH:** \$25,000.00

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

(Page 1 of 11)

Real Estate Contract (Lots and Acreage)

Page 2 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

4. LOAN AND CLOSING COSTS: Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

as stated in paragraph 4

5. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 5, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands that failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

6. EARNEST MONEY:

A. Yes, see Earnest Money Addendum.

B. No.

7. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the Deposit) is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be co-mingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of :

A. The Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ _____

i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.

ii. Other: _____

(Page 2 of 11)

Real Estate Contract (Lots and Acreage)

Page 3 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

8. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.**

Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

9. SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM: Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

- A.** No soil percolation or soil morphology test or septic system permit shall be provided.
- B.** A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. A satisfactory soil percolation or soil morphology test does not necessarily guarantee a septic system permit will be issued in the future. Test to be provided and paid for by: Buyer Seller.
- C.** A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by: Buyer Seller.
- D.** Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health. Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 9B, 9C or 9D, Buyer shall have all rights provided by Earnest Money Addendum (if any) of this Real Estate Contract.

(Page 3 of 11)

Real Estate Contract (Lots and Acreage)

Page 4 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

10. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A. New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by: Buyer Seller Equally split between Buyer and Seller.
- B. No survey shall be provided.
- C. Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

11. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.
- C. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).
- D. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

Real Estate Contract (Lots and Acreage)

Page 5 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

13. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) May (day) 30, (year) 2014. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum (if any).

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 13 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

14. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

15. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B.** Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.
- D.** Delayed Possession. (See Delayed Occupancy Addendum attached)
- E.** Prior to Closing. (See Early Occupancy Addendum attached)

(Page 5 of 11)

Real Estate Contract (Lots and Acreage)

Page 6 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

16. OTHER CONTINGENCY:

- A. No Other Contingency.** (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.
- B. This Real Estate Contract is contingent upon:**

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

- (i) Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money (if any), as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money (if any). All time constraints in this Real Estate Contract referred to in Paragraphs 5, 9, 10, 18, and 21B refer to the time Buyer removes the contingency.
- (ii) Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

(Page 6 of 11)

Real Estate Contract (Lots and Acreage)

Page 7 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

17. BUYER'S DISCLAIMER OF RELIANCE:

- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

18. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money (if any). If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money (if any). Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

(Page 7 of 11)

Real Estate Contract (Lots and Acreage)

Page 8 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

19. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

(Page 8 of 11)

Real Estate Contract (Lots and Acreage)

Page 9 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

20. OTHER:

Subject to city council approval

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.

B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money (if any) returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

22. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

23. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

24. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

(Page 9 of 11)

Real Estate Contract (Lots and Acreage)

Page 10 of 11



Copyright
2014
Arkansas
REALTORS®
Association

Form Serial Number: 056017-500139-8356181

- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply.
- A. Not Applicable.
- B. One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
- C. One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) April
(day) 30, (year) 2014, at _____ (a.m.) (p.m.).

(Page 10 of 11)

Real Estate Contract (Lots and Acreage)

Page 11 of 11



Copyright
2014
Arkansas
REALTORS®
Association

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2014.

FORM SERIAL NUMBER: 056017-500139-8356181

The above Real Estate Contract is executed on

(month) April (day) 24, (year) 2014, at _____ (a.m.) (p.m.).

darrel cook real estate service

Selling Firm

Signature: _____

Printed Name: _____

darrel cook
Principal or Supervising Broker

Signature: _____

Printed Name: _____

darrel cook
Selling Agent

Signature: _____

Printed Name: _____

City Of Jonesboro
Buyer

Signature: _____

Printed Name: _____

Buyer

The above Real Estate Contract is executed on

(month) 4 (day) 28, (year) 14, at 9 (a.m.) (p.m.).

darrel cook real estate service

Listing Firm

Signature: _____

Printed Name: _____

darrel cook
Principal or Supervising Broker

Signature: _____

Printed Name: _____

darrel cook
Listing Agent

Signature: _____

Printed Name: _____

Doug Bishop
Seller

Signature: _____

Printed Name: _____

Hinda Bishop
Seller

The above offer was rejected counteroffered (Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initial _____

Seller's Initials LB DB

(Page 11 of 11)



Legislation Details (With Text)

File #:	RES-14:056	Version:	1	Name:	Resolution endorsing transportation for America's proposal
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/30/2014	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	LOCAL GOVERNMENT RESOLUTION ENDORSING TRANSPORTATION FOR AMERICA'S PROPOSAL				
Sponsors:	Mayor's Office, Mayor's Office				
Indexes:	Other				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

LOCAL GOVERNMENT RESOLUTION ENDORSING TRANSPORTATION FOR AMERICA'S PROPOSAL

WHEREAS, the City of Jonesboro's economic future depends on having a top-notch transportation network that will allow us to compete both nationally and globally while preserving our quality of life, and

WHEREAS, the City of Jonesboro is working with other leaders in the region to develop innovative solutions to pressing transportation challenges, and

WHEREAS, the City of Jonesboro is already investing in important transportation projects, but more funding is needed to ensure that goods can get to market and workers to jobs, and

WHEREAS, projects such as Highway 226, Future I-555, Eastern by-pass and Railroad overpasses will require federal funding in order to move forward, and

WHEREAS, the federal trust fund dedicated to transportation is headed for insolvency, which could lead to the federal transportation program being halted in fiscal year 2015, and

WHEREAS, these crippling cuts will adversely affect the City of Jonesboro and Northeast Arkansas' ability to undertake Highway 226, Future I-555, Eastern by-pass and Railroad overpass Projects and meet the transportation needs of our residents and businesses, potentially restricting our future economic growth, and

WHEREAS, Transportation for America, an alliance of business, civic, and elected leaders from across the country, has put forward an investment plan for the 21st century that would save the nation's transportation fund while making it more accountable and increasing local control,

BE IT RESOLVED, that the City of Jonesboro endorses the alliance's proposal for saving the nation's transportation fund and calls upon Congress and the President to act upon the recommendations therein prior to September 30, 2014.



Legislation Details (With Text)

File #:	RES-14:057	Version:	1	Name:	Appointments/reappointments to various boards and commissions
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/1/2014	In control:		In control:	Nominating and Rules Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR PERRIN				
Sponsors:	Mayor's Office				
Indexes:	Appointment/Reappointment, Board/Commission				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
5/6/2014	1	Nominating and Rules Committee		

RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR PERRIN

WHEREAS, the following appointments and/or reappointments have been recommended by Mayor Harold Perrin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, that the following boards and commissions appointments/reappointments be confirmed:

ADVERTISING & PROMOTIONS COMMISSION

Reappointment of Thom Beasley to a four-year term ending April 30, 2018

BOARD OF ADJUSTMENTS AND APPEALS

Appoint Ron Miller to a two-year term ending April 30, 2016

Reappointment of Greg Baugh to a two-year term ending April 30, 2016

CIVIL SERVICE COMMISSION

Reappointment of Glenda Frangenburg to a two-year term ending May 1, 2016

Reappointment of Rohn Craft to a four-year term ending May 1, 2018

Reappointment of Jay Blackshare to a six-year term ending May 1, 2020

LAND USE ADVISORY COMMITTEE

Appoint Steve Smith to a three-year term ending April 30, 2017

METROPOLITAN AREA PLANNING COMMISSION (MAPC)

Reappointment of Paul Hoelscher to a three-year term ending April 30, 2017

MUNICIPAL AIRPORT COMMISSION

Reappointment of George Stem to a five-year term ending April 1, 2019

NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NEAIDC)

Reappointment of Steve Cox to a three-year term ending April 30, 2017

STORMWATER MANAGEMENT BOARD

Reappointment of Rick Wyatt, Barry Phillips and Woody Freeman to three-year terms ending April 30, 2017



Legislation Details (With Text)

File #:	ORD-14:026	Version:	1	Name:	Amend section 117-2 concerning overlay districts
Type:	Ordinance	Status:		Status:	First Reading
File created:	4/23/2014	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES				
Sponsors:	Planning				
Indexes:	Code of Ordinances amendment				
Code sections:	Chapter 117 - Zoning				
Attachments:	MEMO Town Center and Village Residential Overlay Districts Village Residential District Markup Chapter 117-140 Village Residential District Existing Code				

Date	Ver.	Action By	Action	Result
5/6/2014	1	Public Works Council Committee		

AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

WHEREAS, the City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community; and

WHEREAS, the Land Use Plan provides for a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth.; and

WHEREAS, the Metropolitan Area Planning Commission held a public hearing and unanimously voted to recommend approval to City Council of said text amendment revisions to Section 117-140 on April 8, 2014, after studying this matter for three (3) months.

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

SECTION 1: That Section 117-02. Definitions of Terms and Uses be modified to add the following definitions:

Build-to Line: The build-to-line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build-to-line. The build-to-line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

Façade Articulation: The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

Landscape Amenities: Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

Mixed-Use: A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

Neo-Traditional: Developments that favor the return of pre-World-War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

Overlay District: Districts which are placed "over" the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

Parapet: A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

Pedestrian Scale: The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

Place-Making: Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

Usable Open Space: Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

Vehicle Use Area: The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.

SECTION 2: That the City of Jonesboro Code Section 117-140, is hereby modified to read as follows:

Sec. 117-140. Overlay and Special Purpose Districts.

(a) Purpose. The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as

natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:

- (1) Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;
- (2) Providing for the creation and expansion of employment opportunities for City citizens through promotion of business development;
- (3) Reducing sprawl and segregation of land use and encouraging more efficient use of land and public services by promoting compact mixed-use development patterns;
- (4) Encouraging the redevelopment of an area consistent with a particular design theme;
- (5) Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention; and
- (6) Creating an attractive built environment with consistently high design quality and harmonious relationships through sound land use planning and design standards;

(b) Adoption. The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Town Center Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

(c) LU-O-limited use overlay district.

(1) Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:

- a. Ensure compatibility among incompatible or potentially incompatible land uses;
- b. Ease the transition from one zoning district to another;
- c. Address sites or land uses with special requirements; and
- d. Guide development in unusual situations or unique circumstances.

(2) Application. The LU-O district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the planning commission or city council during their consideration of a rezoning request.

(3) Use and property development standards. When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;

- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

(4) Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

(5) Effect of LU-O designation. Restrictions imposed through an LU-O district are considered part of this chapter. All property included in an LU-O district shall be delineated on the official zoning map by adding the letters LU to the abbreviation for the base zoning district. The rezoning ordinance and record plat for the property must list all of the modifications and restrictions imposed pursuant to the LU-O designation. The restrictions imposed will be considered part of the text of this chapter, and a violation of the restrictions shall be considered a violation of the zoning chapter.

(d.1) TC-O - Town Center Overlay District.

(1) General Purpose. The purpose of the TC-O, Town Center Overlay District, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

- (a) Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- (b) Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- (c) Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- (d) Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- (e) Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

(2) Applicability. The TC-O is an overlay district applied to an underlying base zoning district. The TC-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the TC-O shall control over the underlying base zoning district (s).

(3) Method of Adoption. The TC-O district shall be established according to the standard procedures for rezoning.

(4) Town Center Approval Procedure. A proposed Town Center Development shall require review and approval according to the Planned Unit Development review procedures.

(5) Phasing of Development. At the time of preliminary plan approval, the applicant may request approval of, and the Planning Commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available

public facilities including utilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(6) Town Center Development Standards.

(a) The minimum contiguous land area included in a single Town Center Development shall be forty (40) acres. For purposes of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

(b) Permitted Uses. The following uses are permitted subject to site plan requirements and applicable density and design provisions:

- 1) Residential (all types including single family attached and detached and carriage homes)
- 2) Multifamily Residential (including units above non-residential use)
- 3) Senior Living and Retirement Homes
- 4) Convenience Stores (including fuel dispensing)
- 5) Pharmacies
- 6) Grocery Stores
- 7) Theaters
- 8) Hotels and motels
- 9) Conference Center
- 10) Financial Institutions
- 11) Medical Services and Outpatient Services Facilities
- 12) Schools and Vocational Instruction Facilities
- 13) Day Care and Extended Care Facilities
- 14) Sports & Fitness
- 15) Mixed-Use developments where residential dwelling units are integrated into buildings with non-residential uses
- 16) Business or Professional Offices
- 17) Research and Development Facilities
- 18) Retail Sales and Services
- 19) Single tenant stores up to 100,000 square feet gross floor area
- 20) Self-Storage (mini-storage) and associated offices
- 21) Personal Services
- 22) Restaurants and Cafés
- 23) Indoor Recreational Facilities
- 24) Outdoor seating associated with restaurants or cafés subject to applicable licensing requirements
- 25) Live/Work
- 26) Home Occupations
- 27) Places of Worship
- 28) College or University
- 29) Utility, Major and Minor
- 30) Communication Tower
- 31) Accessory Structures to Primary Permitted Land Use

(c) Height, Bulk and Area Requirements - Residential Uses. Height, bulk, area and buffer requirements shall be as follows:

1) Single-family detached dwellings and two-family detached dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

2) Single-family attached (excluding multi-family):

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

3) Multi-family dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: each 15 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 1,500 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 4 stories

(d) Height, Bulk and Area Requirements - Non-Residential and Mixed Uses

1) Non-Residential and Mixed Uses

- a) The maximum allowable height for non-residential and mixed use buildings shall be seven (7) stories.
- b) Setback Requirements for Parcels fronting upon Arterials and Collectors and Parcels located along perimeter boundary of the Town Center
 - (1) Minimum rear yard: 20 feet
 - (2) Minimum side yard: 10 feet
 - (3) Minimum front yard: 25 feet
- c) Setback Requirements for Parcels fronting upon Local Streets within the Town Center
 - (1) Minimum rear yard: 10 feet
 - (2) Minimum side yard: 0 feet
 - (3) Minimum front yard: 5 feet (build-to line shall be 5 feet unless a lesser front yard is approved with corresponding build-to line)
- d) Minimum Lot Area: N/A
- e) Maximum Lot Coverage: 90%
- f) Maximum Building Coverage: 70%

(e) Land Area and Density Requirements. It is the intent of the TC-O to create a mixed-use environment that includes a combination of residential and non-residential uses. To ensure an appropriate mix of permitted land uses, the TC-O shall adhere to the following:

- 1) Non-residential and mixed uses (that combine residential and non-residential uses in a vertical building configuration) shall occupy a range of 50 to 70 percent of the total land area of the Town Center including rights-of-way and open space.
- 2) Residential land uses shall occupy a range of 30 to 50 percent of the total land area of the Town Center including rights-of-way and open space.
- 3) In order to provide a mix of residential types, a range of 50 to 70 percent of the total land area devoted to residential use within the Town Center shall be developed as single-family detached and attached (excluding multi-family). Multi-family (excluding single-family attached) may occupy a range of 30 to 50 percent of the total land area devoted to residential uses. In the case of residential uses such as lofts above ground floor retail/office located within the non-residential or mixed-use land area of the Town Center, there shall be no prescribed minimum or maximum acreage or units.

(f) **Big Box/Large Retail Establishment Requirements.** It is the intent of the TC-O to create a unique pedestrian-oriented environment through mixed uses and pedestrian scaled design. Each large retail establishment containing more than 50,000 gross square feet is required to provide pedestrian scaled design through the incorporation of several of the following recommended design elements:

- Arcades
- Arches or recessed Archways
- Architectural detailing
- Awnings, canopies or porticos
- Changes in massing
- Changes in material
- Multiple customer entries
- Display windows
- Dormers
- Peaked roof forms
- Outdoor gathering spaces
- Raised cornice parapets over entries
- Separate shops (or the appearance of separate shops) with separate entrances placed in front of the larger building
- Varying plate heights

(g) **Open Space Requirements.** The intent of the TC-O is to allow for the creative design of plazas, green spaces, and focal elements for retail, office, residential, or mixed use land uses.

- 1) All Town Center developments shall provide usable open space, or spaces which allow for the interaction among pedestrians and with the surrounding environment.
- 2) A minimum of ten percent (10%) of the gross land area of a Town Center Development shall be designated and preserved as common open space or private open space. Landscape amenities, recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than fifteen percent (15%) of the total open space. A property owners' association shall be responsible for continued maintenance of common open space areas.
- 3) Usable open spaces should provide as many seating opportunities as possible through the placement of moveable chairs, sidewalk cafes and planter walls.
- 4) Activities- such as street vendors, open air markets, kiosks, and festivals are encouraged to promote pedestrian usage.

- 5) Usable outdoor space shall be privately owned and maintained by the developer or property owners' association. However, if the determination has been made by the City Council that a particular usable open space serves not only the patrons of the development but the greater community as a whole, the City may provide assistance to aid in the development and maintenance of the public space.
- 6) When possible, the integration of storm drainage and detention should be designed to enhance the public space and improve water quality.
- 7) Usable space should be designed to create outdoor rooms, by limiting the interaction with moving vehicles and partially surrounding the space with buildings, landscaping elements, and architectural features.

(h) **Traffic Impact Study.** A Traffic Impact Study will be prepared and submitted to the City of Jonesboro addressing traffic impacts associated with the development of the Town Center. The Traffic Impact Study will also address access management relative to placement and configuration of street intersections and entrances to the Town Center.

(i) **Architectural Guidelines.** Building façades should be varied and articulated to provide visual interest to pedestrians. Buildings should be proportioned and defined by clear façade elements such as a base, middle, and top. Building architecture shall adhere to the following architectural guidelines:

- 1) Buildings are encouraged to have a pedestrian scaled design by achieving the following:
 - Using heavier building materials at the bottom of the building
 - Using roof details such as cornice, caps or parapets at the top of the building
 - Alternating roof styles, heights, and elements
 - Dormers
 - Varying window heights and styles
 - Mix of architectural materials and styles
- 2) Buildings on corner lots shall be considered significant structures since they have two street-facing facades. All such facades shall have appropriate scale and massing. Additional stories or prominent roof design and architectural elements are encouraged to emphasize the location.
- 3) Buildings located at "gateways" into and out of the Town Center Development should be designed with additional height or architectural elements to reinforce their prominence. Pedestrian elements such as plazas, fountains, and special landscaping treatments are also encouraged.
- 4) Focal points of visual termination should generally be occupied by prominent buildings and structures that employ enhanced height, massing, distinctive architectural elements, ornamental site elements or other distinguishing features.
- 5) Fenestration (door and window openings) shall be sized to the scale of the building and detailed based upon building architecture including an appropriate amount of fenestration on first floor façades facing public streets. Fenestration design shall properly address maximum sill height and minimum window head height based upon the height of the first floor measured from finished grade. Use of repeating window patterns and details are encouraged to unify design.
- 6) Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, higher rooflines, awnings, or changes in building material are examples that can create this effect.
- 7) No building shall have long expanses of uniform or flat walls. Reasonable articulation of building facades shall be provided by using offsets, recesses and/or projections, changes in

plane, changes in height, windows, awnings, arcades and/or colonnades. Use of awnings shall be limited to above windows and entrances.

8) No buildings shall have long expanses of uniform roof planes. Reasonable articulation of roof lines shall be provided by using a pitched roof, partial roof, or parapet walls of varying heights, dormers, overhangs, arches, stepped roofs, gables, or other similar design. All flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists, the parapet shall be a minimum of 18 inches high. All parapets shall feature cornice treatments and shall provide a cap to demonstrate that the upper edge is the top of the building.

9) Ground mounted mechanical equipment shall be screened from view with wing walls consisting of comparable design and building materials as the main building structure, landscaping, or a combination of both.

10) Loading areas (shipping and receiving docks) shall be located and/or screened in such a manner that the loading area is not visible to passing motorists along a public street and/or highway serving the Town Center Development.

11) Buildings should provide a unifying theme while maintaining each building's individual character.

12) Materials should change with the change in building planes; however, all material should keep within the chosen theme.

13) Reflective glass or mirrored glass is strongly discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the connection of the interior and exterior of buildings.

14) All sides of all buildings open to public view should be treated with the same level of architectural style.

15) Trim and structural elements such as posts or columns shall be sized to the scale of the building and detailed appropriately to the theme. When used, masonry materials shall have the appearance of 3-dimensional elements.

16) Corporate franchise design where the building functions as a trademark shall be permissible only if it incorporates architectural elements which are compatible with the overall theme and uniqueness of the development.

17) No outdoor storage shall be permitted unless such storage is visually screened from view to passing motorists along a public street and/or highway serving the Town Center Development by the use of landscaping and/or a suitable solid fence constructed of masonry or wood at least 6 feet in height or a combination thereof. No storage materials may be visible above the screening measure. Screening shall be well maintained.

(j) Building Materials. Any exterior building wall facing a street or highway located within the Town Center Development, shall be constructed of one or a combination of the following materials:

1) Clay or masonry brick.

2) Customized concrete masonry with striated, scored or broken faced brick type units (sealed) with color consistent with design theme.

3) Poured in place and tilt-up walls shall have a finish of stone, a texture or a coating.

4) Poured in place, tilt-up or pre-cast concrete,

5) Natural stone.

6) At a minimum, industrial buildings shall be constructed having the lower one-third (1/3) of the structure being of architectural masonry, architectural composite aluminum or steel panels, glass, or a combination of these materials on all sides not facing a public street. The front façade of an industrial building shall be one of or a combination of the materials enumerated in Items 1 through 5 of this subsection.

7) All roof drains of a structure must be integral to the design and non-apparent.

8) Accessory structures including refuse enclosures shall be of comparable design and building materials as the principal structure.

(k) Signs.

1) The following signs are permitted in accordance with the Zoning Ordinance:

- a) Principal or Monument Ground Signs
- b) Integrated Shopping Center Signs
- c) Wall Signs
- d) Menu Board (limited to one sign per business)
- e) Suspended Signs
- f) Construction Signs
- g) Directory Signs (ground and wall mounted)
- h) Special Event Signs
- i) Real Estate Signs
- j) Window Signs
- k) Gasoline Trade Signs
- l) Sandwich Signs (associated with Restaurant or Café)

2) The following signs are not permitted:

- a) Changeable copy signs (including LED/message signage)
- b) Flags
- c) Internally illuminated signs
- d) Pole signs
- e) Tag signs
- f) Open channel letter signs
- g) Flashing or animated signs
- h) Off-premise signs
- i) Roof signs

3) Signs shall comply with the following guidelines:

- a) All ground-mounted signs shall include landscaping around the entire base of the sign structure. Landscaping shall consist of multiple rows of evergreen and deciduous plant materials and seasonal varieties that add visual interest to the sign. All landscaping shall be irrigated and properly maintained.
- b) Signs shall not create a traffic hazard. All entrance and freestanding signs located near corners of a street intersection shall be located outside of the clear sight triangle based upon the design speed of the intersecting streets upon which the sign will be located.
- c) No principal or monument ground sign shall exceed twelve (12) feet in height, fifteen (15) in length and three (3) feet in width.
- d) No integrated shopping center sign shall exceed a total of 200 square feet on one side for any one integrated shopping center sign. If a shopping center fronts upon more than one public street, no more than two (2) integrated shopping center signs shall be permitted for a shopping center.
- e) One (1) Menu Board sign per business shall be allowed provided the menu board shall not exceed a total of 25 square feet of display surface. A microphone shall be permitted to be integrated into the design of the menu board sign structure to communicate with patrons.
- f) Sign structures shall be of comparable design and building materials as the main

building structure.

g) The area of a wall sign shall not exceed, in square feet, 2 times the lineal front footage of the business or office.

h) Window signs shall not exceed 15% of the total window surface of the first floor or street level of the building.

i) Signs are required to be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are acceptable. Three colors maximum are allowed for signs with up to two font styles. Ground mounted building identification signs shall have fully enclosed solid bases of either brick or stone, mounted at the ground plane. No supporting structural members are to be exposed.

(l) Vehicle Use Area Design Guidelines. The intent of the TC-O is to create small, shared, aesthetically landscaped and screened parking lots which are designed to function not only in the interest of accommodating automobiles, but in the interest of the pedestrian.

1) Parking areas should consist of separated parking fields that are aesthetically pleasing, landscaped to screen the public views and located so as not to be the dominant feature along any street or intersection.

2) Parking structures and lots should be designed to contribute to an attractive appearance of the streetscape and not deter from the pedestrian orientation of the district.

3) Parking requirements will be in accordance with Section 117-324 Off-Street Parking and Loading Requirements. Parking requirements may be reduced if the applicant can provide data that substantiates potential parking demand that is less than the minimum prescribed parking standard. The applicant may use shared parking, on-street parking, off-street parking, and other considerations including mass transit to reduce the number of required parking spaces.

4) Parking should be located to utilize natural landscape and topography.

5) To promote a higher level of pedestrian awareness, the use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is encouraged.

6) The design of all streets (public and private) and parking lots shall permit the travel of the Fire Department's vehicle access requirements.

7) On-street parking may be permitted on public street classified as Local Street or less on the most current Master Street Plan.

8) Pedestrian travel ways should be separated from vehicular traffic with landscaping, on-street parking, bollards, special paving, or any other feature which identifies the pedestrian space.

9) Parking lots of contiguous developments within the Town Center should, where possible, interconnect among the different developments to encourage continuous movement of traffic to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(m) Sidewalks. Sidewalks shall be provided on both sides of all local (public and private) and collector streets within a Town Center Development.

(n) Streets. The Planning Commission may allow reduced street right-of-way and pavement widths within Town Center Developments provided the Planning Commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

1) The Planning Commission may allow both public and private streets including alleys within a Town Center. The Planning Commission may allow private streets to vary from public street design standards where such deviations demonstrate safe design that supports pedestrian-friendly streetscapes and street hierarchies within the Town Center.

(o) **Underground Utilities.** All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants, and open storm water courses. The applicant is responsible for making the necessary arrangements with utility providers and other appropriate entities when installing utilities and service facilities.

(p) **Site Lighting.**

2) A uniform lighting plan shall be established for the Town Center Development. Lighting shall be provided along public and private streets, pedestrian ways, and in off-street parking and loading areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas. The lighting source should not be directly visible from adjoining properties. Floodlights, unshielded wall pack units, other types of unshielded lights, and lights where the lens is visible outside of the light fixture shall be prohibited. The design and style of light fixtures shall provide for a common design theme throughout the entire Town Center to reinforce a sense of place. Sidewalks and parking areas shall be properly lit to facilitate safe movement of pedestrians and vehicles and provide a secure environment. In parking areas, the light intensity shall average a minimum of 1.0 foot candle, measured five (5) feet above the surface. In pedestrian areas, the light intensity shall average a minimum of 2.0 foot candles, measured five (5) feet above the surface. Maximum average light intensity shall be ten (10) foot candles.

3) Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12-15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to polemounted fixtures along pedestrian walkways at three to four feet in height.

p) **Mechanical Equipment.** All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be thoroughly screened from view from the public right-of-way and from adjacent properties, using walls, fences, roof elements, penthouse-type screening devices or landscaping.

(7) **Paths and trails.** Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial and mixed-use nodes, schools and other activity areas inside and outside the Town Center Development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

(8) **Parks and recreation areas.** A Town Center Development should include usable open space that provides passive and/or active gathering places and activity and special event spaces.

(d.2) **VR-O-Village Residential Overlay District.**

(1) **General Purpose.** The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.

The VR-O regulations are intended to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) Applicability. The City Council, upon recommendation from the Planning Commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Village Residential Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

(3) Method of adoption. The VR-O district shall be established according to the standard procedures for rezoning.

(4) Effect of VR-O classification. The VR-O is an overlay district applied to an underlying base zoning district. The VR-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the VR-O shall control over the underlying base zoning district(s).

(5) Village residential approval procedure. A proposed village residential development shall require review and approval according to the planned unit development review procedures.

(6) Phasing of development. At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) Village residential development standards.

a. Minimum site area. The minimum contiguous land area included in a single village residential development shall be 25 acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

b. Uses.

1. Residential. Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) Single-family. A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) Other residential. No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. Nonresidential. The following nonresidential uses shall be allowed within the VR-O district, if approved according to the PD approval procedures:

(i) Uses allowed in RS.

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) Bank or financial institution. Banks and financial institutions are permitted uses in the VR-O district.

(iii) Convenience store.

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) Day care, limited. Daycare family homes are permitted in this district.

(v) Medical service. Medical services are permitted in the VR-O district.

(vi) Restaurants. Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) Retail sales/service.

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) Residential property development standards.

a. Maximum density. The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. Minimum lot size. The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. Setbacks. The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. Maximum height. Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. Maximum building coverage. Residential uses shall not exceed 50 percent lot coverage.

f. Commercial floor area limit.

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. Setbacks. The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. Lot coverage. The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. Maximum height. The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) Design guidelines and standards.

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. Sidewalks. Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. Streets. The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. Open space. A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving

and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. Landscaping and buffering.

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. Outdoor lighting. A uniform

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. Underground utilities. All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. Housing design. Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. Architectural compatibility. At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. Paths and trails. Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. Parks and recreation areas. A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.

SECTION 3: It is found and declared by the City Council that an emergency exists to provide incentives that will further advance innovative design and good land use planning principles for large scale developments; and, this Ordinance, being necessary for the preservation of public peace, health and safety, shall take effect from and after its passage and approval.

SECTION 4: Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.



Memo

To: The Jonesboro City Council
Cc: City Attorney Phillip Crego, Carol Duncan, Mayor Harold Perrin, L.M. Duncan, Tracy McGaha
From: Otis T. Spriggs, Director of Planning
Date: April 23, 2014
Re.: **Text Amendment: City of Jonesboro: Chapter 117-140 d1. &117-140 d.2): Town Center and Village Residential Overlay Districts**

Dear Aldermen:

When the Village Residential Overlay District was initially established, the purpose envisioned was to provide for enhanced standards to protect the unique characteristics of small-scale areas and/or corridors around Jonesboro. Specifically, the overlay district was incorporated into the Zoning Ordinance to promote safe streets while giving special attention to landscaping, signage, lighting, yard and bulk, and architectural elements in order to create cohesive development patterns. To achieve the desired development pattern set forth in the Village Residential Overlay District, development plans must contain certain design characteristics including 1) pedestrian scale, 2) a mix of uses (commercial, office, and residential), 3) unified planning, design and appearance, and 4) the inclusion of amenities and pedestrian connectivity.

The City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community. Planned Mixed-Use Areas (PMUA) that contain a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth. Mixed-use developments encourage innovative design that promotes a live, work, shop, play, and worship environment, pedestrian in scale, and conducive to transit use, all in a compact urban form.

Mixed use development discourages the development of businesses that contribute to traffic congestion and instead encourages shared parking, multi-modal traffic patterns, and the creation of places oriented toward pedestrians. The intent of PMUAs as provided in the Vision 2030 Plan is to promote a mix of land uses including innovative residential neighborhood patterns that provide a variety of housing typologies and to discourage single use while balancing such development with planned open spaces and pedestrian-friendly streetscapes. The benefit of a mixed use development for the City of Jonesboro is minimizing traffic congestion and relative infrastructure costs while also minimizing environmental degradation in order to improve quality of life and promotion of a healthy community.

In order to support the anticipated growth and development trends emerging in the City of Jonesboro, the City's Planning & Zoning Department has identified the need to expand the current Village Residential Overlay District to provide a regulatory framework for the development of larger scale, mixed-use development that aspires to similar design principles and the mixing of land uses envisioned in a village-scale development scenario while also providing attractive, pedestrian-friendly streetscapes and cohesive design elements. In March, the Planning & Zoning Department will be presenting for consideration to the Metropolitan Area Planning Commission and the City Council an amendment to the current Village Residential Overlay District to include a "Town Center" element that builds upon the design tenants of the smaller-scale village regulatory provisions initially envisioned for

this zoning overlay classification. The amended zoning provision will create an expanded zoning classification titled “Town Center and Village Residential Overlay Districts”.

The intent of the recommended *Town Center (TC) Overlay District* is:

- *Public Space* – to preserve, enhance or create forms of publicly accessible open space
- *Compact Mixed Use* – to create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area
- *Street Activity* – to encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level
- *Pedestrian Oriented* - to reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces
- *Design* – to achieve a unique aesthetic design through high quality architecture with attention to placement, relationship and orientation of structures to provide greater compatibility with surrounding land uses

The Town Center (TC) Overlay District will be a mapped zoning district that imposes a set of development regulations in addition or in place of the underlying zoning district. The framework for the Town Center provisions to be incorporated into the Village Residential Overlay District will follow much the same organizational content as the current Village Residential Overlay zoning provisions including:

- Purpose
- Applicability
- Method of Adoption
- Effect of Town Center (TC) Overlay District Classification
- Town Center Approval Procedure
- Phasing of Development

The Town Center zoning standards will also address:

- Definitions
- Minimum site area
- Permitted Land Uses
- Permitted Conditional Uses
- Commercial, Office, and Residential Mixed-Use Development Standards (Building Placement, Site Layout, Street Hierarchy, Parking, Open Space, etc.)
- Design Guidelines and Standards (Landscaping, Architecture, Lighting, Signage, etc.)

Town Center Streetscape Examples:



Thank you.



Otis T. Spriggs, AICP
Planning Director
City of Jonesboro, AR
Planning Department
300 S. Church
Jonesboro, AR 72401
(870) 932.0406 (Ph.)
(870) 336.3036 (Fax)

Section 117-2. Definitions

City of Jonesboro: Chapter 117-140 d.d1. &117-140 d.2): Town Center and Village Residential Overlay Districts

AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS OF THE CITY OF JONESBORO CODE OF ORDINANCES BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

..Body

WHEREAS, the City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community; and

Formatted: Line spacing: single, Widow/Orphan control

WHEREAS, the Land Use Plan provides for a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth.; and

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Widow/Orphan control

WHEREAS, the Metropolitan Area Planning Commission held a public hearing and unanimously voted to recommend approval to City Council of said text amendment revisions to Section 117-140 on April 8, 2014.

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

SECTION 1: That Section 117-02. Definitions of Terms and Uses be modified to add the following definitions:

Build-to Line: The build-to-line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build-to-line. The build-to-line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

Façade Articulation: The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

Landscape Amenities: Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional

vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

Mixed-Use: A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

Neo-Traditional: Developments that favor the return of pre-World-War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

Overlay District: Districts which are placed “over” the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

Parapet: A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

Pedestrian Scale: The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

Place-Making: Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

Usable Open Space: Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

Vehicle Use Area: The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.

SECTION 2: That the City of Jonesboro Code Section 117-140, is hereby modified to read as follows:

Formatted: Font: (Default) Times New Roman

Sec. 117-140. Overlay and Special Purpose Districts.

- (a) *Purpose.* The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:

~~(1)~~ ~~(4)~~ Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;

Formatted: Indent: Left: 36 pt

~~(2)~~ Provideing for the creation and expansion of employment opportunities for City citizens through promotion of business development;

~~(4)~~~~(3)~~ Reduceing sprawl and segregation of land use and encourageing more efficient use of land and public services by promoting compact mixed-use development patterns;

~~(4)~~~~(2)~~ Encouraging the redevelopment of an area consistent with a particular design theme;

Formatted: Indent: Left: 36 pt

~~(5)~~~~(3)~~ Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention; and

~~(6)~~~~(4)~~ Giving special attention to the existing architectural style or to the style which is planned, so as to create an easily identifiable area in those areas identified as architecturally or historically significant. Createing an attractive built environment with consistently high design quality and harmonious relationships through sound land use planning and design standards;

Formatted: Indent: Left: 18 pt

Formatted: Font: (Default) Times New Roman, Not Highlight

Comment [CE1]: Marsha: The wording of this sentence is awkward. I have tried composing several alternatives, but don't have one I like better yet... Craig L. questions this phrase as well.

Comment [LEA2]: Additional language has been added to clarify the Overlay District shall control over any base zoning that may have been in place prior to adoption of the overlay district.

(b) *Adoption.* The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development criteria for each district shall be those standards as set out in each respective district that is adopted. The development standards for the Town Center Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

(c) LU-O—limited use overlay district.

(1) Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to;

Formatted: Normal, Indent: Left: 18 pt, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

a. Ensure compatibility among incompatible or potentially incompatible land uses;

Formatted: incr1, Indent: Left: 67.2 pt, Space Before: 0 pt

b. Ease the transition from one zoning district to another;

Formatted: Font: (Default) Times New Roman

c. Address sites or land uses with special requirements; and

Formatted: Font: (Default) Times New Roman, 12 pt

d. Guide development in unusual situations or unique circumstances.

Formatted: incr2, Indent: Left: 108 pt, Space Before: 0 pt

(2) Application. The LU-O district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the planning commission or city council during their consideration of a rezoning request.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: incr1, Indent: Left: 67.2 pt, Space Before: 0 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

(3) Use and property development standards. When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

(4) Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

(5) Effect of LU-O designation. Restrictions imposed through an LU-O district are considered part of this chapter. All property included in an LU-O district shall be delineated on the official zoning map by adding the letters LU to the abbreviation for the base zoning district. The rezoning ordinance and record plat for the property must list all of the modifications and restrictions imposed pursuant to the LU-O designation. The restrictions imposed will be considered part of the text of this chapter, and a violation of the restrictions shall be considered a violation of the zoning chapter.

(d.1) TC-O – Town Center Overlay District.

(1) General Purpose. The purpose of the TC-O, Town Center Overlay District, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: incr2, Indent: Left: 108 pt, Space Before: 0 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: incr1, Indent: Left: 67.2 pt, Space Before: 0 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 18 pt

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Normal, Indent: Left: 12 pt, No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Formatted: Font: (Default) Times New Roman

- (a) ~~Public Space—to p~~Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- (b) ~~Compact Mixed Use—to e~~Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- (c) ~~Street Activity—to e~~Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- (d) ~~Pedestrian Oriented—to r~~Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- (e) ~~Design—to a~~Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

(2) Applicability. The TC-O is an overlay district applied to an underlying base zoning district. The TC-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the TC-O shall control over the underlying base zoning district(s).

(3) Method of Adoption. The TC-O district shall be established according to the standard procedures for rezoning.



(4) Town Center Approval Procedure. A proposed Town Center Development shall require review and approval according to the Planned Unit Development review procedures.

(5) Phasing of Development. At the time of preliminary plan approval, the applicant may request approval of, and the Planning Commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities including utilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(6) Town Center Development Standards.

- (a) The minimum contiguous land area included in a single Town Center Development shall be forty (40) acres. For purposes of this provision, land shall be deemed to be

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 36 pt, Space After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 36 pt, No bullets or numbering

contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

(b) Permitted Uses. The following uses are permitted subject to site plan requirements and applicable density and design provisions:

- 1) Residential (all types including single family attached and detached and carriage homes)
- 2) Multifamily Residential (including units above non-residential use)
- 3) Senior Living and Retirement Homes
- 4) Convenience Stores (including fuel dispensing)
- 5) Pharmacies
- 6) Grocery Stores
- 7) Theaters
- 8) Hotels and motels
- 9) Conference Center
- 10) Financial Institutions
- 11) Medical Services and Outpatient Services Facilities
- 12) Schools and Vocational Instruction Facilities
- 13) Day Care and Extended Care Facilities
- 14) Sports & Fitness
- 15) Mixed-Use developments where residential dwelling units are integrated into buildings with non-residential uses
- 16) Business or Professional Offices
- 17) Research and Development Facilities
- 18) Retail Sales and Services
- 19) Single tenant stores up to 100,000 square feet gross floor area
- 20) Self-Storage (mini-storage) and associated offices
- 21) Personal Services
- 22) Restaurants and Cafés
- 23) Indoor Recreational Facilities
- 24) Outdoor seating associated with restaurants or cafés subject to applicable licensing requirements
- 25) Live/Work
- 26) Home Occupations
- 27) Places of Worship
- 28) College or University
- 29) Utility, Major and Minor
- 30) Communication Tower
- 31) Accessory Structures to Primary Permitted Land Use

(c) Height, Bulk and Area Requirements – Residential Uses. Height, bulk, area and buffer requirements shall be as follows:

1) Single-family detached dwellings and two-family detached dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

2) Single-family attached (excluding multi-family):

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

3) Multi-family dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: each 15 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 1,500 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 4 stories

(d) Height, Bulk and Area Requirements – Non-Residential and Mixed Uses

1) Non-Residential and Mixed Uses

- a) The maximum allowable height for non-residential and mixed use buildings shall be seven (7) stories.
- b) Setback Requirements for Parcels fronting upon Arterials and Collectors and Parcels located along perimeter boundary of the Town Center
 - (1) Minimum rear yard: 20 feet
 - (2) Minimum side yard: 10 feet
 - (3) Minimum front yard: 25 feet
- c) Setback Requirements for Parcels fronting upon Local Streets within the Town Center
 - (1) Minimum rear yard: 10 feet
 - (2) Minimum side yard: 0 feet
 - (3) Minimum front yard: 5 feet (build-to line shall be 5 feet unless a lesser front yard is approved with corresponding build-to line)
- d) Minimum Lot Area: N/A
- e) Maximum Lot Coverage: 90%
- f) Maximum Building Coverage: 70%

(e) Land Area and Density Requirements. It is the intent of the TC-O to create a mixed-use environment that includes a combination of residential and non-residential uses.

To ensure an appropriate mix of permitted land uses, the TC-O shall adhere to the following:

- 1) Non-residential and mixed uses (that combine residential and non-residential uses in a vertical building configuration) shall occupy a range of 50 to 70 percent of the total land area of the Town Center including rights-of-way and open space.
- 2) Residential land uses shall occupy a range of 30 to 50 percent of the total land area of the Town Center including rights-of-way and open space.
- 3) In order to provide a mix of residential types, a range of 50 to 70 percent of the total land area devoted to residential use within the Town Center shall be developed as single-family detached and attached (excluding multi-family). Multi-family (excluding single-family attached) may occupy a range of 30 to 50 percent of the total land area devoted to residential uses. In the case of residential uses such as lofts above ground floor retail/office located within the non-residential or mixed-use land area of the Town Center, there shall be no prescribed minimum or maximum acreage or units.

(f) *Big Box/Large Retail Establishment Requirements.* It is the intent of the TC-O to create a unique pedestrian-oriented environment through mixed uses and pedestrian scaled design. Each large retail establishment containing more than 50,000 gross square feet is required to provide pedestrian scaled design through the incorporation of several of the following recommended design elements:

- Arcades
- Arches or recessed Archways
- Architectural detailing
- Awnings, canopies or porticos
- Changes in massing
- Changes in material
- Multiple customer entries
- Display windows
- Dormers
- Peaked roof forms
- Outdoor gathering spaces
- Raised cornice parapets over entries
- Separate shops (or the appearance of separate shops) with separate entrances placed in front of the larger building
- Varying plate heights

(g) *Open Space Requirements.* The intent of the TC-O is to allow for the creative design of plazas, green spaces, and focal elements for retail, office, residential, or mixed use land uses.

- 1) All Town Center developments shall provide usable open space, or spaces which allow for the interaction among pedestrians and with the surrounding environment.
- 2) A minimum of ten percent (10%) of the gross land area of a Town Center Development shall be designated and preserved as common open space or private open space. Landscape amenities, recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than fifteen percent (15%) of

Formatted: Font: (Default) Times New Roman

the total open space. A property owners' association shall be responsible for continued maintenance of common open space areas.

- 3) Usable open spaces should provide as many seating opportunities as possible through the placement of moveable chairs, sidewalk cafes and planter walls.
- 4) Activities— such as street vendors, open air markets, kiosks, and festivals are encouraged to promote pedestrian usage.
- 5) Usable outdoor space shall be privately owned and maintained by the developer or property owners' association. However, if the determination has been made by the City Council that a particular usable open space serves not only the patrons of the development but the greater community as a whole, the City may provide assistance to aid in the development and maintenance of the public space.
- 6) When possible, the integration of storm drainage and detention should be designed to enhance the public space and improve water quality.
- 7) Usable space should be designed to create outdoor rooms, by limiting the interaction with moving vehicles and partially surrounding the space with buildings, landscaping elements, and architectural features.

(h) *Traffic Impact Study.* A Traffic Impact Study will be prepared and submitted to the City of Jonesboro addressing traffic impacts associated with the development of the Town Center. The Traffic Impact Study will also address access management relative to placement and configuration of street intersections and entrances to the Town Center.

(i) *Architectural Guidelines.* Building façades should be varied and articulated to provide visual interest to pedestrians. Buildings should be proportioned and defined by clear façade elements such as a base, middle, and top. Building architecture shall adhere to the following architectural guidelines:

- 1) Buildings are encouraged to have a pedestrian scaled design by achieving the following:
 - Using heavier building materials at the bottom of the building
 - Using roof details such as cornice, caps or parapets at the top of the building
 - Alternating roof styles, heights, and elements
 - Dormers
 - Varying window heights and styles
 - Mix of architectural materials and styles

2) Buildings on corner lots shall be considered significant structures since they have two street-facing facades. All such facades shall have appropriate scale and massing. Additional stories or prominent roof design and architectural elements are encouraged to emphasize the location.

3) Buildings located at “gateways” into and out of the Town Center Development should be designed with additional height or architectural elements to reinforce their prominence. Pedestrian elements such as plazas, fountains, and special landscaping treatments are also encouraged.

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman

Comment [CE3]: Marsha: As we discussed, this provision may be problematic since we don't have a design review committee. Ditto some of the other elements below. I think keeping it vague is a good strategy, but I would feel better about this if we did have a Design Review Committee.

Comment [LEA4]: There are a multitude of great examples of Design Review Commissions if there is interest in establishing such an appointed body. However, for the purposes of this amendment would recommend such an initiative be undertaken outside of this amendment but, City staff could certainly use the overlay districts (VR-O and TC-O) as examples for why a DRC would be beneficial for the City to establish.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

- 4) Focal points of visual termination should generally be occupied by prominent buildings and structures that employ enhanced height, massing, distinctive architectural elements, ornamental site elements or other distinguishing features.
- 5) Fenestration (door and window openings) shall be sized to the scale of the building and detailed based upon building architecture including an appropriate amount of fenestration on first floor façades facing public streets. Fenestration design shall properly address maximum sill height and minimum window head height based upon the height of the first floor measured from finished grade, appropriately to the pedestrian theme. Use of repeating window patterns and details are encouraged to unify design.
- 6) Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, higher rooflines, awnings, or changes in building material are examples that can create this effect.
- 7) No building shall have long expanses of uniform or flat walls. Reasonable articulation of building façades shall be provided by using offsets, recesses and/or projections, changes in plane, changes in height, windows, awnings, arcades and/or colonnades. Use of awnings shall be limited to above windows and entrances.
- 8) No buildings shall have long expanses of uniform roof planes. Reasonable articulation of roof lines shall be provided by using a pitched roof, partial roof, or parapet walls of varying heights, dormers, overhangs, arches, stepped roofs, gables, or other similar design. All flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists, the parapet shall be a minimum of 18 inches high. All parapets shall feature cornice treatments and shall provide a cap to demonstrate that the upper edge is the top of the building.
- 9) Ground mounted mechanical equipment shall be screened from view with wing walls consisting of comparable design and building materials as the main building structure, landscaping, or a combination of both.
- 10) Loading areas (shipping and receiving docks) shall be located and/or screened in such as manner that the loading area is not visible to passing motorists along a public street and/or highway serving the Town Center Development.
- 11) Buildings should provide a unifying theme while maintaining each building's individual character.
- 12) Materials should change with the change in building planes; however, all material should keep within the chosen theme.
- 13) Reflective glass or mirrored glass is strongly discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the connection of the interior and exterior of buildings.
- 14) All sides of all buildings open to public view should be treated with the same level of architectural style.
- 15) Trim and structural elements such as posts or columns shall be sized to the scale of the building and detailed appropriately to the theme. When used, masonry materials shall have the appearance of 3-dimensional elements.
- 16) Corporate franchise design where the building functions as a trademark shall be permissible only if it incorporates architectural elements which are compatible with the overall theme and uniqueness of the development.

Formatted: Font: (Default) Times New Roman, Not Highlight

Comment [LEA5]: Additional language was provided to further clarify appropriate design of fenestration based upon building architect considerations.

Comment [CE6]: Craig L. questioned phrasing.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

17) No outdoor storage shall be permitted unless such storage is visually screened from view to passing motorists along a public street and/or highway serving the Town Center Development by the use of landscaping and/or a suitable solid fence constructed of masonry or wood at least 6 feet in height or a combination thereof. No storage materials may be visible above the screening measure. Screening shall be well maintained.

(j) *Building Materials.* Any exterior building wall facing a street or highway located within the Town Center Development, shall be constructed of one or a combination of the following materials:

- 1) Clay or masonry brick.
- 2) Customized concrete masonry with striated, scored or broken faced brick type units (sealed) with color consistent with design theme.
- 3) Poured in place and tilt-up walls shall have a finish of stone, a texture or a coating.
- 4) Poured in place, tilt-up or pre-cast concrete.
- 5) Natural stone.
- 6) At a minimum, industrial buildings shall be constructed having the lower one-third (1/3) of the structure being of architectural masonry, architectural composite aluminum or steel panels, glass, or a combination of these materials on all sides not facing a public street. The front façade of an industrial building shall be one or a combination of the materials enumerated in Items 1 through 5 of this subsection.
- 7) All roof drains of a structure must be integral to the design and non-apparent.
- 8) Accessory structures including refuse enclosures shall be of comparable design and building materials as the principal structure.

(k) *Signs.*

1) The following signs are permitted in accordance with the Zoning Ordinance:

- a) Principal or Monument Ground Signs
- b) Integrated Shopping Center Signs
- c) Wall Signs
- d) Menu Board (limited to one sign per business)
- e) Suspended Signs
- f) Construction Signs
- g) Directory Signs (ground and wall mounted)
- h) Special Event Signs
- i) Real Estate Signs
- j) Window Signs
- k) Gasoline Trade Signs
- l) Sandwich Signs (associated with Restaurant or Café)

2) The following signs are not permitted:

- a) Changeable copy signs (including LED/message signage)

- b) Flags
- c) Internally illuminated signs
- d) Pole signs
- e) Tag signs
- f) Open channel letter signs
- g) Flashing or animated signs
- h) Off-premise signs
- i) Roof signs

3) Signs shall comply with the following guidelines:

- a) All ground-mounted signs shall include landscaping around the entire base of the sign structure. Landscaping shall consist of multiple rows of evergreen and deciduous plant materials and seasonal varieties that add visual interest to the sign. All landscaping shall be irrigated and properly maintained.
- b) Signs shall not create a traffic hazard. All entrance and freestanding signs located near corners of a street intersection shall be located outside of the clear sight triangle based upon the design speed of the intersecting streets upon which the sign will be located. Such a triangle shall be measured at a distance of 35 feet running parallel along each street and connecting them to form a triangle.
- c) No principal or monument ground sign shall exceed twelve (12) feet in height, fifteen (15) in length and three (3) feet in width.
- d) No integrated shopping center sign shall exceed a total of 200 square feet on one side for any one integrated shopping center sign. If a shopping center fronts upon more than one public street, no more than two (2) integrated shopping center signs shall be permitted for a shopping center.
- e) One (1) Menu Board sign per business shall be allowed provided the menu board shall not exceed a total of 25 square feet of display surface. A microphone shall be permitted to be integrated into the design of the menu board sign structure to communicate with patrons.
- f) Sign structures shall be of comparable design and building materials as the main building structure.
- g) The area of a wall sign shall not exceed, in square feet, 2 times the lineal front footage of the business or office.
- h) Window signs shall not exceed 15% of the total window surface of the first floor or street level of the building.
- i) Signs are required to be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are acceptable. Three colors maximum are allowed for signs with up to two font styles. Ground mounted building identification signs shall have fully enclosed solid bases of either brick or stone, mounted at the ground plane. No supporting structural members are to be exposed.

(l) Vehicle Use Area Design Guidelines. The intent of the TC-O is to create small, shared, aesthetically landscaped and screened parking lots which are designed to

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman

Comment [CE7]: Craig L. questioned this reference. Typically this is based on speed limit. Check current code triangle as well.

Comment [LEA8]: Agree. Language has been revised to reference design speed of intersecting streets.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Comment [LEA9]: See Item H above for additional language introduced requiring as part of Traffic Impact Study that access management be addressed including street intersections and entrances to the Town Center.

Comment [CE10]: Marsha: I think Mark's idea of having a sentence or two relating to access management is a good idea, given that we don't have good standards elsewhere.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

function not only in the interest of accommodating automobiles, but in the interest of the pedestrian.

- 1) Parking areas should consist of separated parking fields that are aesthetically pleasing, landscaped to screen the public views and located so as not to be the dominant feature along any street or intersection.
- 2) Parking structures and lots should be designed to contribute to an attractive appearance of the streetscape and not deter from the pedestrian orientation of the district.
- 3) Parking requirements will be in accordance with ~~Section 14.36.01117-324~~ *Off-Street Parking and Loading Requirements*. Parking requirements may be reduced if the applicant can provide data that substantiates potential parking demand that is less than the minimum prescribed parking standard. The applicant may use shared parking, on-street parking, off-street parking, and other considerations including mass transit to reduce the number of required parking spaces.
- 4) Parking should be located to utilize natural landscape and topography.
- 5) To promote a higher level of pedestrian awareness, the use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is encouraged.
- 6) The design of all streets (public and private) and parking lots shall permit the travel of the Fire Department's vehicle access requirements.
- 7) On-street parking ~~shall~~ may be permitted on public ~~and private~~ streets classified as *Local Street*, or less on the most current Master Street Plan.
- 8) Pedestrian travel ways should be separated from vehicular traffic with landscaping, on-street parking, bollards, special paving, or any other feature which identifies the pedestrian space.
- 9) Parking lots of contiguous developments within the Town Center should, where possible, interconnect among the different developments to encourage continuous movement of traffic to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(m) Sidewalks. Sidewalks shall be provided on both sides of all local (public and private) and collector streets within a Town Center Development.

(n) Streets. The Planning Commission may allow reduced street right-of-way and pavement widths within Town Center Developments provided the Planning Commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

- 1) The Planning Commission may allow both public and private streets including alleys within a Town Center. The Planning Commission may allow private streets to vary from public street design standards where such deviations demonstrate safe design that supports pedestrian-friendly streetscapes and street hierarchies within the Town Center.

(o) Underground Utilities. All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants,

Formatted: Font: (Default) Times New Roman, Italic

Formatted: Font: (Default) Times New Roman

and open storm water courses. The applicant is responsible for making the necessary arrangements with utility providers and other appropriate entities when installing utilities and service facilities.

(p) Site Lighting.

—A uniform lighting plan shall be established for the Town Center Development. Lighting shall be provided along public and private streets, pedestrian ways, and in off-street parking and loading areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas. The lighting source should not be directly visible from adjoining properties. Floodlights, unshielded wall pack units, other types of unshielded lights, and lights where the lens is visible outside of the light fixture shall be prohibited. The design and style of light fixtures shall provide for a common design theme throughout the entire Town Center to reinforce a sense of place. Traditional style lighting fixtures may be used if such fixtures are similar in appearance to existing traditional style fixtures in downtown Jonesboro.

- 2) Sidewalks and parking areas shall be properly lit to facilitate safe movement of pedestrians and vehicles and provide a secure environment. In parking areas, the light intensity shall average a minimum of 1.0 foot candle, measured five (5) feet above the surface. In pedestrian areas, the light intensity shall average a minimum of 2.0 foot candles, measured five (5) feet above the surface. Maximum average light intensity shall be ten (10) foot candles.
- 3) Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12-15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to polemounted fixtures along pedestrian walkways at three to four feet in height.

p) Mechanical Equipment. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be thoroughly screened from view from the public right-of-way and from adjacent properties, using walls, fences, roof elements, penthouse-type screening devices or landscaping.

(7) Paths and trails. Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial and mixed-use nodes, schools and other activity areas inside and outside the Town Center Development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

(8) Parks and recreation areas. A Town Center Development should include usable open space that provides passive and/or active gathering places and activity and special event spaces.

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman

Comment [CE11]: Craig L. questioned why would we use the current downtown lighting fixtures as a template.

Comment [LEA12]: Good point. The provision has been revised to provide a requirement that lighting design/style shall have a common theme throughout the Town Center for continuity and uniformity to reinforce sense of place unique to Town Center.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

(d.2) VR-O—Village Residential Overlay District.

(1) *General Purpose.* The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.

The VR-O regulations are intended to carry out the village residential policies of the comprehensive plan, and to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) *Applicability.* The City Council, upon recommendation from the Planning Commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Village Residential Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

The VR-O is an overlay district applied in combination with an underlying base zoning district. The VR-O district may be applied in combination with the AG, RR, and RS zoning districts. If the regulations of the VR-O conflict with the underlying base zoning district, the regulations of the VR-O shall control. If no special VR-O standards are specified, the regulations of the underlying base zoning district shall control.

(3) *Method of adoption.* The VR-O district shall be established according to the standard procedures for rezoning.

(4) *Effect of VR-O classification.* The VR-O is an overlay district applied to an underlying base zoning district. The VR-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the VR-O shall control over the underlying base zoning district(s). Land classified in the VR-O district may be developed according to the underlying base district classification or according to the village residential development standards of this section.

(5) *Village residential approval procedure.* A proposed village residential development shall require review and approval according to the planned unit development review procedures.

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman

Comment [LEA13]: No further revisions provided. Agree with refinement staff provided.

Comment [CE14]: Marsha: The VR-O language was a companion piece to the 1996 Comprehensive Plan, which encouraged such. Since that time, some of the basic ideas have been carried through, but we don't really talk about Village Residential, as such, anymore.

Formatted: Font: (Default) Times New Roman, Not Highlight

Comment [LEA15]: Additional language has been added to clarify the Overlay District shall control over any base zoning that may have been in place prior to adoption of the overlay district.

Formatted: Font: (Default) Times New Roman

Comment [LEA16]: The same provision as provided for the TC-O has been inserted in place of previous provision.

Comment [CE17]: Marsha: However we do this section in the TC-O, we should probably mirror here.

Formatted: Font: (Default) Times New Roman, Not Highlight

Formatted: Font: (Default) Times New Roman

Comment [CE18]: Marsha: Ditto above comment

Comment [LEA19]: The same provision as provided for the TC-O has been inserted in place of previous provision.

(6) *Phasing of development.* At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) *Village residential development standards.*

a. *Minimum site area.* The minimum contiguous land area included in a single village residential development shall be ~~2575~~ acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

Formatted: Font: (Default) Times New Roman

b. *Uses.*

1. *Residential.* Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) *Single-family.* A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) *Other residential.* No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. *Nonresidential.* The following nonresidential uses shall be allowed within the VR-O district, if approved

Formatted: Font: (Default) Times New Roman

according to the PD approval procedures:

(i) *Uses allowed in RS.*

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) *Bank or financial institution.* Banks and financial institutions are permitted uses in the VR-O district.

(iii) *Convenience store.*

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) *Day care, limited.* Daycare family homes are permitted in this district.

(v) *Medical service.* Medical services are permitted in the VR-O district.

(vi) *Restaurants.* Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) *Retail sales/service.*

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) *Residential property development standards.*

a. *Maximum density.* The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. *Minimum lot size.* The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. *Maximum height.* Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. *Maximum building coverage.* Residential uses shall not exceed 50 percent lot coverage.

f. *Commercial floor area limit.*

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. *Lot coverage.* The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. *Maximum height.* The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) *Design guidelines and standards.*

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. *Sidewalks.* Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. *Streets.* The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. *Open space.* A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. *Landscaping and buffering.*

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. *Outdoor lighting.* A uniform

Comment [LEA20]: While this is enforceable as a zoning provision, the practicality based upon the research performed for the Town Center is that such prescriptive practices, especially in the context of form-based codes, is not a recommended practice. A more generalized and flexible approach similar to that provided in the Town Center is recommended. Further modifications may be in order as prescribed by City staff to address this concern with the existing provisions.

Comment [CE21]: Craig L. questioned the enforceability of the % total of tract in relationship to residential.

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. *Underground utilities.* All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. *Housing design.* Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. *Architectural compatibility.* At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. *Paths and trails.* Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. *Parks and recreation areas.* A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.

Additional Recommended Amendments

Section 14.08.02, Definitions of Terms and Uses (add the following definitions)

Build to Line: The build to line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build to line. The build to line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

Façade Articulation: The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

Landscape Amenities: Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

Mixed Use: A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

Neo-Traditional: Developments that favor the return of pre-World War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

Overlay District: Districts which are placed “over” the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

Parapet: A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

Pedestrian Scale: The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

Place Making: Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

Usable Open Space: Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

Formatted: Font: (Default) Times New Roman, Bold, Font color: Text 1

Formatted: Space After: 10 pt, Line spacing: Multiple 1.15 li, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, Bold

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, Italic

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 36 pt

Vehicle Use Area: The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.SECTION 3: It is found and declared by the City Council that an emergency exists to provide incentives that will further advance innovative design and good land use planning principles for large scale developments; and, this Ordinance, being necessary for the preservation of public peace, health and safety, shall take effect from and after its passage and approval.

SECTION 4: Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.

Formatted: Line spacing: single,
Widow/Orphan control

City of Jonesboro: Chapter 117-140d.: Village Residential District

Sec. 117-140. Overlay and special purpose districts.

(a) *Purpose.* The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:

- (1) Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;
- (2) Encouraging the redevelopment of an area consistent with a particular design theme;
- (3) Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention;
- (4) Giving special attention to the existing architectural style or to the style which is planned, so as to create an easily identifiable area in those areas identified as architecturally or historically significant.

(b) *Adoption.* The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development criteria for each district shall be those standards as set out in each respective district that is adopted. Such districts shall be made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such districts shall be delineated on the official zoning map.

(d) **VR-O—village residential overlay district.**

(1) *General purpose.* The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.

The VR-O regulations are intended to carry out the village residential policies of the comprehensive plan, and to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) *Applicability.* The VR-O is an overlay district applied in combination with an underlying base zoning district. The VR-O district may be applied in combination with

the AG, RR, and RS zoning districts. If the regulations of the VR-O conflict with the underlying base zoning district, the regulations of the VR-O shall control. If no special VR-O standards are specified, the regulations of the underlying base zoning district shall control.

(3) *Method of adoption.* The VR-O district shall be established according to the standard procedures for rezoning.

(4) *Effect of VR-O classification.* Land classified in the VR-O district may be developed according to the underlying base district classification or according to the village residential development standards of this section.

(5) *Village residential approval procedure.* A proposed village residential development shall require review and approval according to the planned unit development review procedures.

(6) *Phasing of development.* At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) *Village residential development standards.*

a. *Minimum site area.* The minimum contiguous land area included in a single village residential development shall be 75 acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

b. *Uses.*

1. *Residential.* Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) *Single-family.* A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) *Other residential.* No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. *Nonresidential.* The following nonresidential uses shall be allowed within the VR-O district, if approved according to the PD approval procedures:

(i) *Uses allowed in RS.*

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) *Bank or financial institution.* Banks and financial institutions are permitted uses in the VR-O district.

(iii) *Convenience store.*

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) *Day care, limited.* Daycare family homes are permitted in this district.

(v) *Medical service.* Medical services are permitted in the VR-O district.

(vi) *Restaurants.* Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) *Retail sales/service.*

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) *Residential property development standards.*

a. *Maximum density.* The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. *Minimum lot size.* The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. *Maximum height.* Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. *Maximum building coverage.* Residential uses shall not exceed 50 percent lot coverage.

f. *Commercial floor area limit.*

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. *Lot coverage.* The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. *Maximum height.* The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) *Design guidelines and standards.*

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. *Sidewalks.* Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. *Streets.* The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. *Open space.* A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. *Landscaping and buffering.*

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. *Outdoor lighting.* A uniform

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. *Underground utilities.* All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. *Housing design.* Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. *Architectural compatibility.* At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. *Paths and trails.* Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. *Parks and recreation areas.* A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.



Legislation Details (With Text)

File #:	ORD-14:031	Version:	1	Name:	Rezoning at 1802 Commerce
Type:	Ordinance	Status:		Status:	First Reading
File created:	5/14/2014	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1802 COMMERCE DRIVE AS REQUESTED BY JACK ELAM				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: Agricultural: R-1
TO: Commercial: C-3 L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 14 North, Range 4 East, more particularly described as follows:

Commencing at the Northwest corner of the SW¹/₄ of the SW¹/₄ of said Section 24;
Thence N 89°10' E, a distance of 25.00 feet to a point, said point being the POINT OF BEGINNING;
thence N 89°10' E, a distance of 250.00 feet to a point;
thence S 00°00' E, a distance of 350.00 feet to a point;
thence S 89°10' W, a distance of 250.00 feet to a point;
thence N 00°00' E, a distance of 350.00 feet to a point; said point being the POINT OF BEGINNING; said tract containing 2.0 acres, more or less.

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

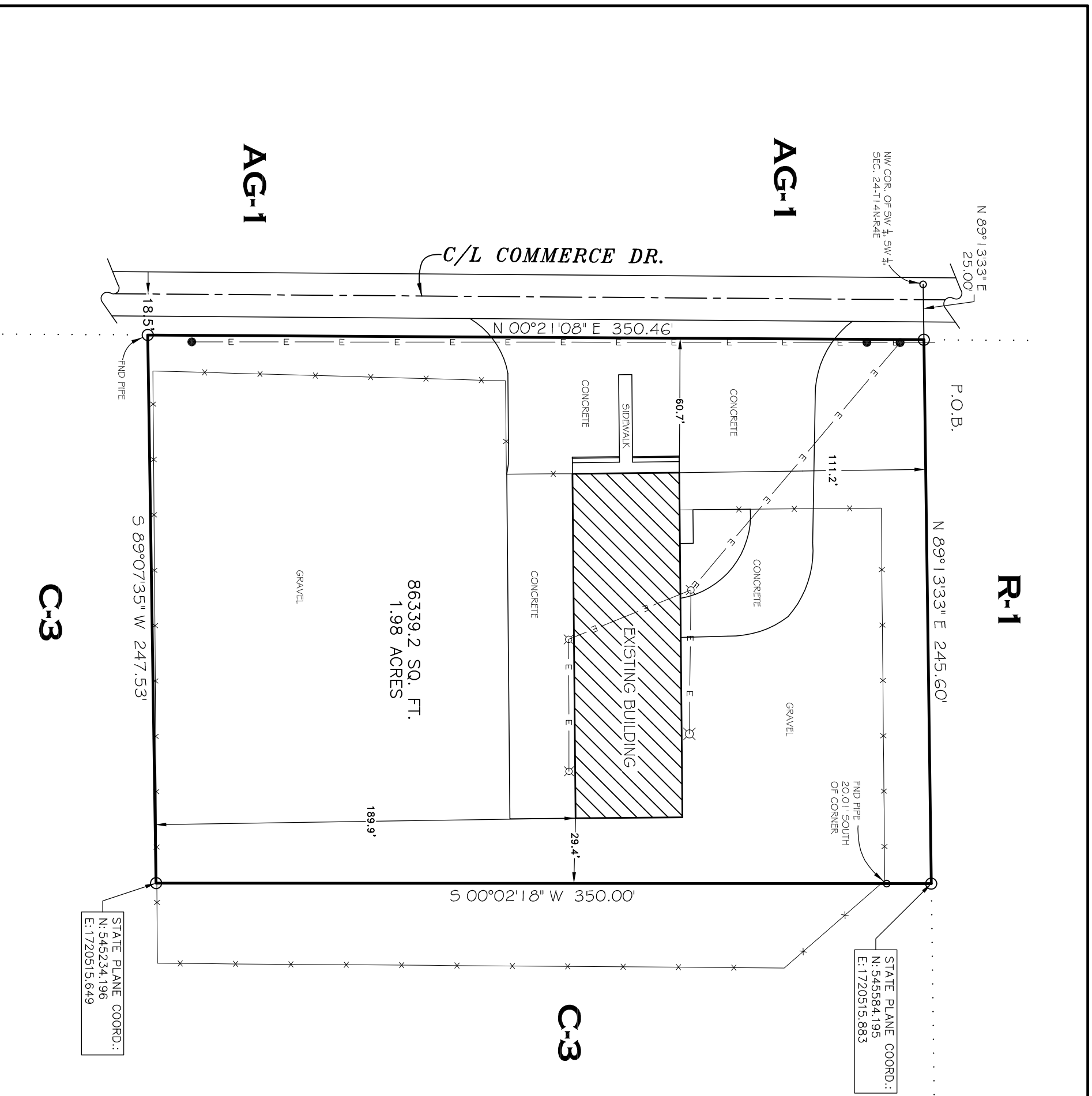
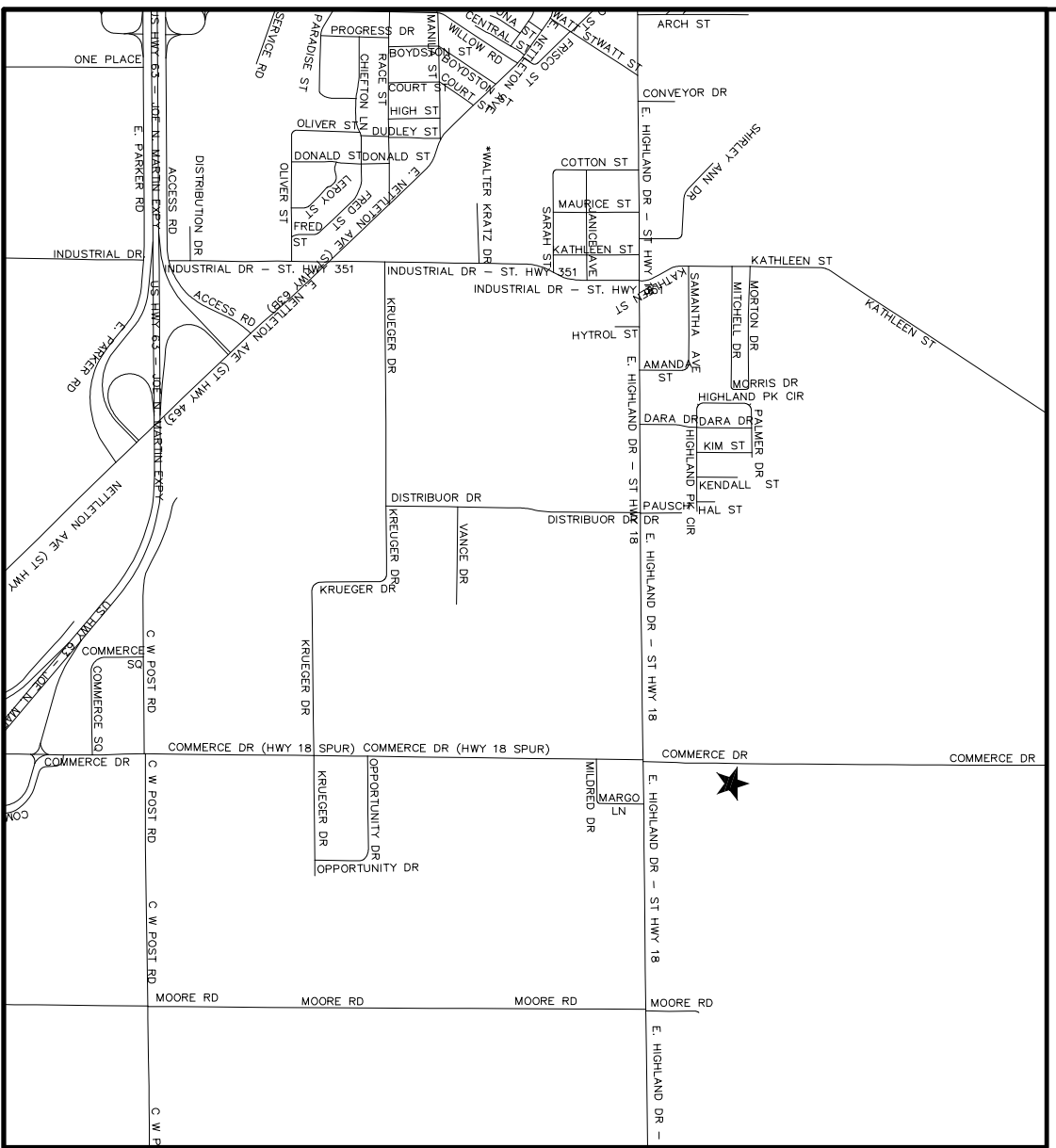
1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Flood Plain

Regulations.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant agrees to comply with the Master Street Plan recommendation for Commerce Drive as a Principal Arterial, and dedicate required right of way at the time the property is redeveloped in the future, or if and when the City moves forward with the widening of Commerce Drive.
4. The setback, building height, screening, and site design standards are required per "Sec. 117-328. - Residential Compatibility Standards".

SECTION 3: THE REZONING OF THIS PROPERTY SHALL ALSO ADHERE TO THE FOLLOWING PROHIBITED USES:

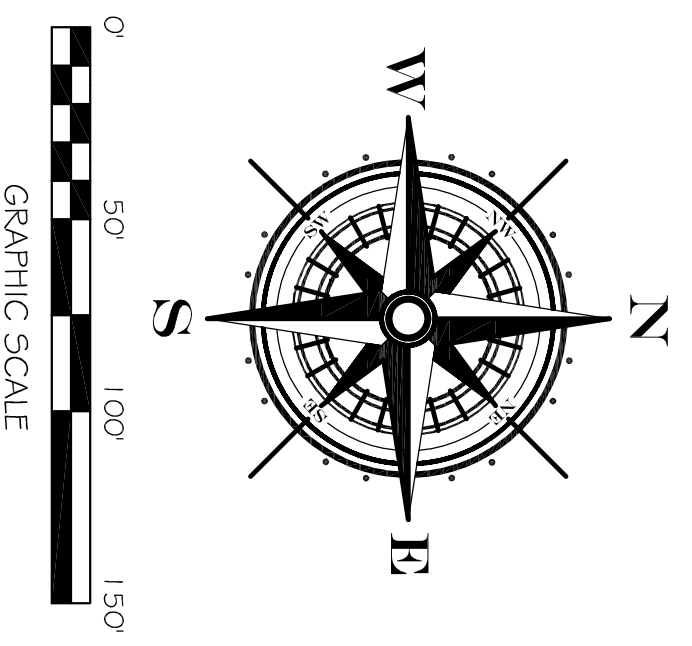
Animal Care, General
Adult Entertainment
Off-Premises Sign



LEGEND

These standard symbols will be found in the drawing.

- ⊗ LIGHT POLE
- x—x— CHAIN-LINK FENCE
- E—E— OVERHEAD ELECTRIC LINE
- POWER POLE



**EXISTING R-2 ZONING
REQUESTED C-3 L.U.O. ZONING**

LEGAL DESCRIPTION: (AS FURNISHED)

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of Section 24 aforesaid; thence North 89 degrees 10 minutes East 25.0 feet to the point of beginning proper; thence North 89 degrees 10 minutes East 250.0 feet; thence South 350.0 feet; thence South 89 degrees 10 minutes West 250.0 feet; thence North 350.0 feet to the point of beginning proper, and containing in all 2.0 acres, more or less.

CERTIFICATE OF SURVEY:

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

NOTES:

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 298,000".
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES OUR OWN RESEARCH AT THE COURTHOUSE AND PREVIOUS SURVEYS.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 0503100151 C, DATED 09/27/91.

<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p>STATE OF ARKANSAS NO. 1590 DATE: 04-03-14 SIGNATURE: [Signature]</p>	<p>CERTIFICATE OF AUTHORITY</p> <p>CIVILOGIC No. 329 ARKANSAS ENGINEER NO. 11717</p>	<p>REZONING PLAT</p> <p>1802 COMMERCE DR. JONESBORO, ARKANSAS FOR JACK ELAM</p>	ENGINEERS	PLANNERS	SURVEYORS	Drawn By: RE	Checked by: GH		
			Civilogic		Date: 04-03-14	Scale: 1"=50'	Job No.: 114049	Sheet No.: 1 of 1	
			Section: 24	Township: 14N	Range: 04E	County: CRAIGHEAD			
			ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES						© 2014, Civilogic
			203 Southwest Dr., Jonesboro, AR--(870)932-7880--www.civilogic.net						



Legislation Details (With Text)

File #: ORD-14:032 **Version:** 1 **Name:** Abandonment on Commerce Drive
Type: Ordinance **Status:** First Reading
File created: 5/14/2014 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE ABANDONING AND VACATING A UTILITY EASEMENT LOCATED IN:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

Sponsors:

Indexes: Abandonment

Code sections:

Attachments: [City Letter](#)
[Petition](#)
[Plat](#)
[Utility Letters](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE ABANDONING AND VACATING A UTILITY EASEMENT LOCATED IN:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

WHEREAS, the City Council at its regular meeting on May 20, 2014, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of Stephen Southard, to abandon a utility easement; and

WHEREAS, the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS, the respective utilities have consented to said abandonment; and

WHEREAS, the abandonment of said utility easement will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

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

SECTION 1. The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the utility easement located in:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

SECTION 2. A copy of the Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County at Jonesboro, Arkansas, and recorded in the Deed Records of Craighead County, Arkansas.

SECTION 3. The closing, vacating and abandonment by the City of its rights and the rights of the public generally in the above described utility easement are in the public interest and will promote the public peace and welfare.



**City of Jonesboro
Engineering Department
Huntington Building
PO Box 1845
307 Vine Street
Jonesboro, AR 72401
Phone: (870) 932-2438**

April 24, 2014

SH&B Investments, LLC
501 E. Lawson Rd.
Jonesboro, AR 72404

RE: 10 ft. Utility Easement, 190ft.+/- East of Commerce Drive.

Dear Sir or Madam,

The City of Jonesboro Engineering & Planning Department both concur with the abandonment of an existing 10' utility easement, as described by the following and on "Exhibit A"- Easement Abandonment Survey:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TOTHE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

If you have any questions or comments please, feel free to contact the undersigned at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Light".

Craig Light, PE CFM
City Engineer

A handwritten signature in black ink, appearing to read "Otis Spriggs".

Otis Spriggs, AICP
Planning Director

PETITION

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

PETITION TO VACATE A UTILITY EASEMENT

We, the undersigned, being the owner(s) of property of the following described tract of land:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88° 06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

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

Dated this 21 day of APRIL, 2014.

PROPERTY OWNER, NAME AND ADDRESS

SH&B Investments, LLC
501 East Lawson Road
Jonesboro, AR 72404

[Signature] _____ 4-21-14
Signature Date

Signature Date

Subscribed and sworn before me the 21st day of April, 2014

[Signature]
Notary

Expiration Date: 10-11-2023



PETITION

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

PETITION TO VACATE A UTILITY EASEMENT

We, the undersigned, being the owner(s) of property adjoining the following described property:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

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

Dated this 16 day of April, 2014.

PROPERTY OWNER, NAME AND ADDRESS

Recco 3C, LLC
P.O. Box 2516
Jonesboro, AR 72401

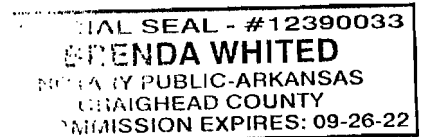
Robert Rees 4-16-14
Signature Date

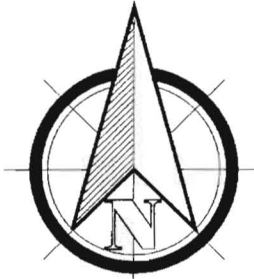
Signature Date

Subscribed and sworn before me the 16th day of April, 2014

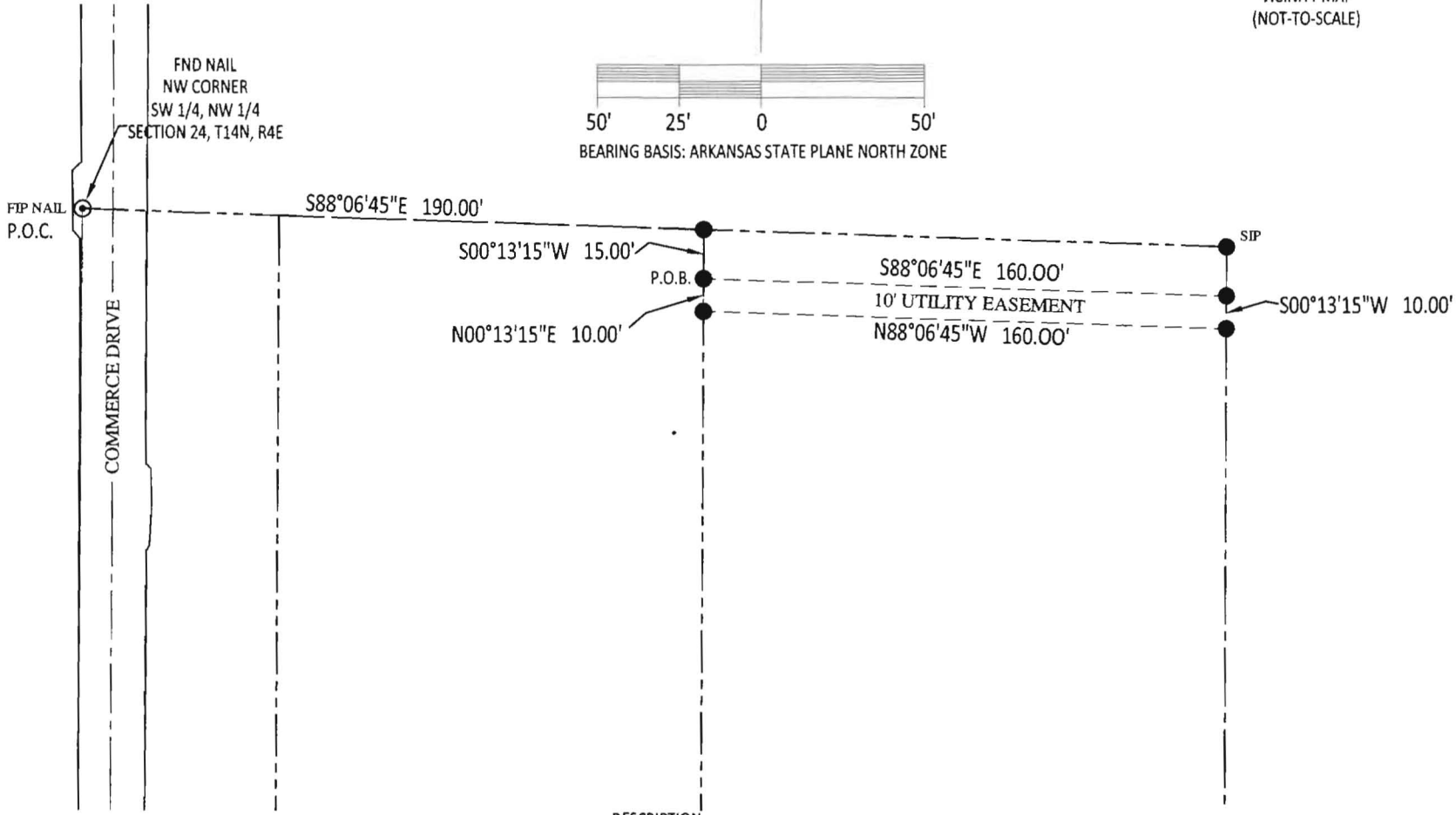
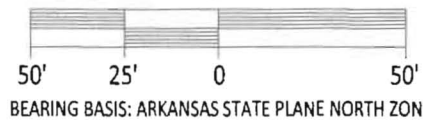
Brenda White
Notary

Expiration Date: 9-26-22





VICINITY MAP
(NOT-TO-SCALE)



DESCRIPTION

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88°06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES ±.

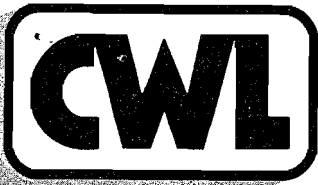
MCNEESE LAND SURVEYING
 2520 ALEXANDER DRIVE SUITE B
 JONESBORO, AR 72401
 mike@mcneesurveying.com
 OFFICE: (870) 203-9940



REVISIONS		
DATE	BY	DESCRIPTION

DRAWING INFO	
DRAWN BY:	MPM
DATE:	06-16-2014
SCALE:	1"=50'
DWG NUMBER:	1114
CUSTOMER NUMBER:	1114-ABAND.
CLIENT:	SOUTHWESTLAND

**EASEMENT
ABANDONMENT**



Owned by the Citizens of Jonesboro

March 12, 2014

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

Re: Easement Abandonment
Southbound Subdivision
(Previously a portion of Rees Commerce 1st Addition)
Jonesboro, Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the ten (10) foot utility easement on the north side, contiguous to the south side of a fifteen (15) foot drainage easement, of the above referenced property for a distance of one hundred sixty (160) feet, as shown on the attached Rees Commerce Drive 1st Addition plat. Please call if more information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald L. Bowen', is written over a white rectangular area. The signature is fluid and cursive.

Ronald L. Bowen, P.E.
Manager, City Water & Light

RLB
Enclosure

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

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

A 10' UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS FOR 160' ONLY AS DESCRIBED IN ATTACHED LOCATION MAP.

14N-4E

UTILITY COMPANY COMMENTS:

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


Cindy Cole

Mgr ATT Engineering

Signature of Utility Company Representative

11-8-13

CENTERPOINT ENERGY

Attn: Lisa Adams (lisa.adams@centerpointenergy.com)

613 Southwest Drive,
Jonesboro, AR 72401

UTILITY RELEASE FORM

Utility Easement Abandonment Request

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

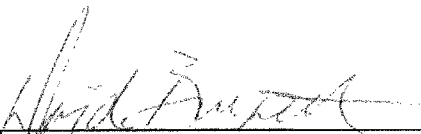
A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88° 06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TOTHE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

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



Signature of Utility Company Representative

SUDDENLINK
Attn: ~~Rodney Proek~~ JOBY NOACH
1520 South Caraway Road
Jonesboro, AR 72401

UTILITY RELEASE FORM

Utility Easement Abandonment Request

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

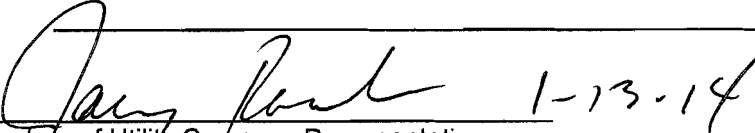
A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88° 06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

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

 1-13-14
Signature of Utility Company Representative

UTILITY RELEASE FORM

Utility Easement Abandonment Request

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

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88° 06'45" EAST, 190.00 FEET: THENCE SOUTH 00°13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°06'45" EAST, 160.00 FEET: THENCE SOUTH 00°13'15" WEST, 10.00 FEET: THENCE NORTH 88°06'45" WEST, 160.00: THENCE NORTH 00°13'15" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

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

Alice Martin Project Engineer Ritter Communications Inc
Signature of Utility Company Representative



Legislation Details (With Text)

File #:	ORD-14:033	Version:	1	Name:	Rezoning at 200 E. Johnson
Type:	Ordinance	Status:		Status:	First Reading
File created:	5/15/2014	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3 LUO FOR PROPERTY LOCATED AT 200 EAST JOHNSON AS REQUESTED BY PHILLIPS INVESTMENTS				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

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

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

SECTION 1: 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATIONS AS FOLLOWS:

From Industrial District, I-1, To Commercial District, C-3 L.U.O., THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

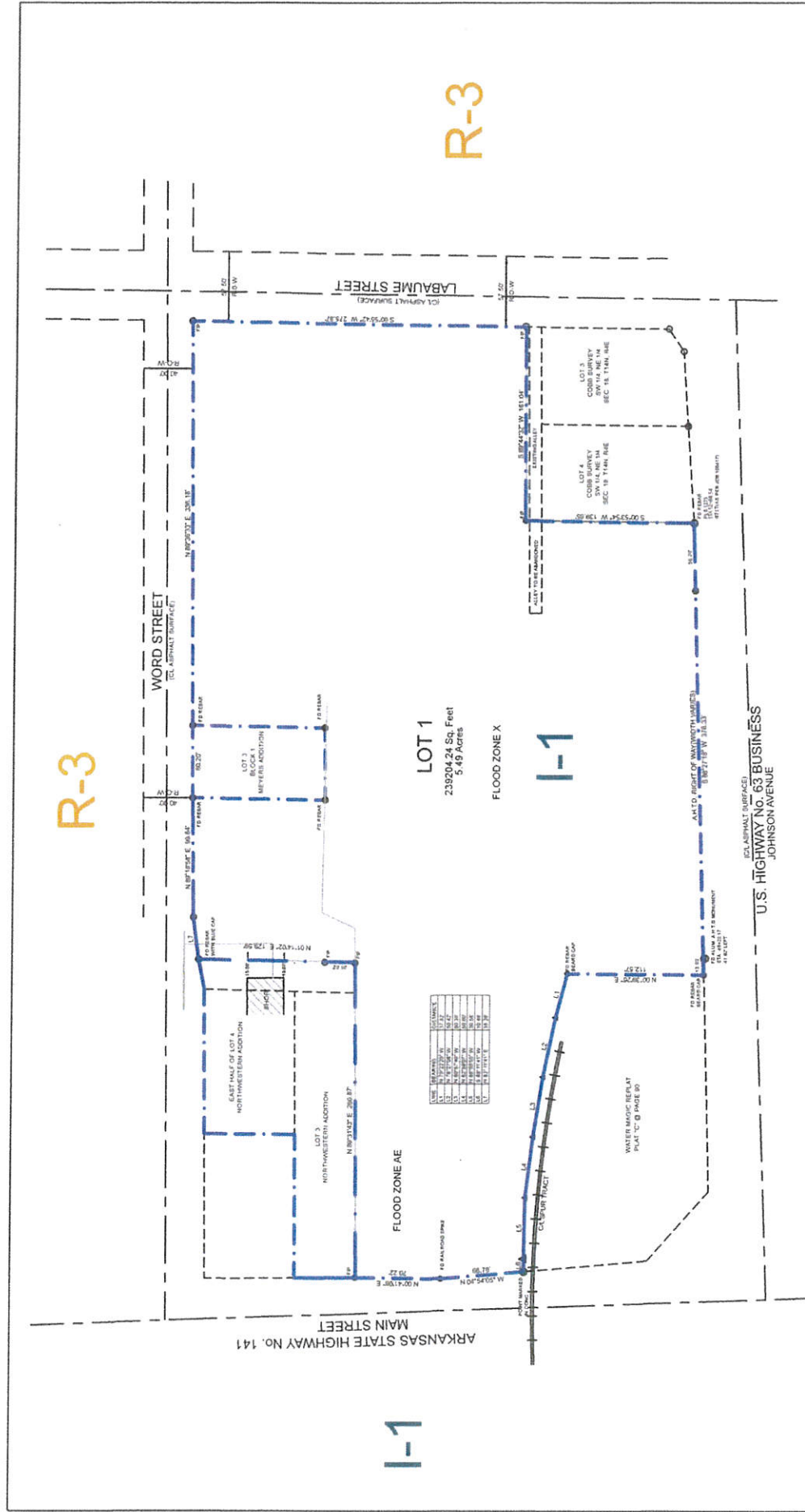
LOT 1 OF A REPLAT OF LATOURETTES FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY PLAT IN PLAT CABINET "C" AT PAGE 246 IN THE OFFICE CIRCUIT CLERK AND EX-OFFICIO RECORDERS OFFICE, CRAIGHEAD COUNTY, ARKANSAS.

AND LOT 3 IN BLOCK 1 OF MEYERS ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY PLAT IN BOOK 48 AT PAGE 116 IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

AND ALL OF LOT 3 AND THE EAST HALF OF LOT 4 OF NORTHWESTERN ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY BOOK 20 AT PAGE 390 IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

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

- 1) That the proposed development shall continue to satisfy all requirements of the City Engineer and all requirements of the current Storm Water Drainage Design Manual.
- 2) A final Site Plan subject to all ordinance requirements shall be required to be submitted, reviewed and approved by the MAPC, prior to any redevelopment of the property.
- 3) The final Site Plan should include a final landscape and lighting plan to address any buffering considerations regarding the residential to remain.
- 4) The setback, building height, screening, and site design standards are required per “Sec. 117-328 - Residential Compatibility Standards”.



DESCRIPTION:
 A REPLAT OF LATOURETTES FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY PLAT IN PLAT CABINET "C" AT PAGE 246 IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO RECORDERS OFFICE, CRAIGHEAD COUNTY, ARKANSAS.
 AND LOT 3 IN BLOCK 1 OF MEYERS ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY PLAT IN BOOK 48 AT PAGE 116 IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.
 AND ALL OF LOT 3 AND THE EAST HALF OF LOT 4 OF NORTHWESTERN ADDITION TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY BOOK 20 AT PAGE 390 IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

OWNER CERTIFICATION:
 WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

[Handwritten Signature]
[Handwritten Signature]

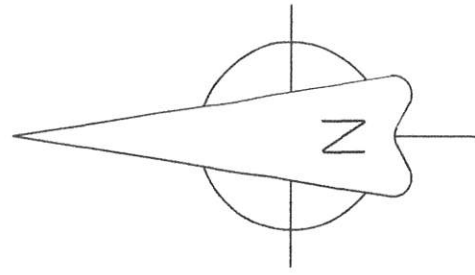
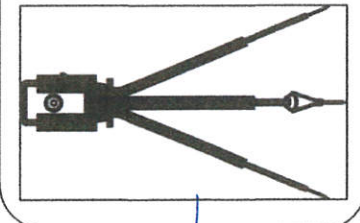
SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD. STE. "D"
 JONESBORO, ARKANSAS 72401

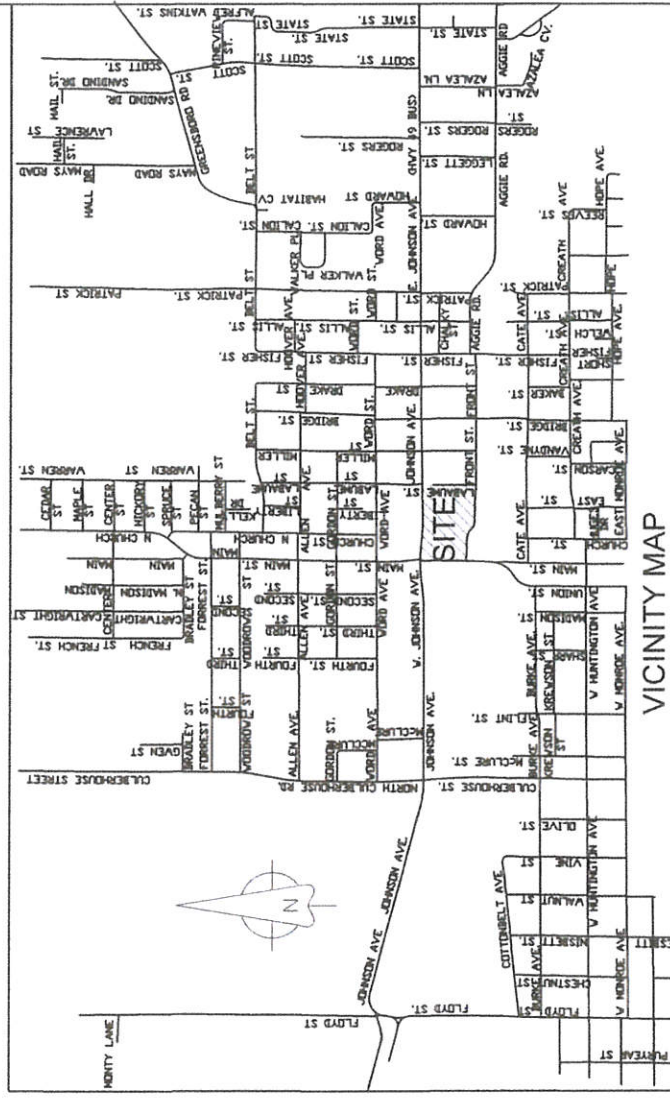


H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD - STE. "D"
 JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
 FAX: 870-972-1011
 E-MAIL: hshime_butch@yahoo.com



BEARINGS ARE SPC GRID AS PER GPS OBSERVATION
 CONVERGENCE ANGLE 0°45'19.21"



REZONING PLAT	
drawn: H. HIME	I-1 ZONING EXISTING C-3 REQUESTED
date: 4-08-2014	client: PHILLIPS CONSTRUCTION
scale: 1"= 125'	

City of Jonesboro City Council
Staff Report – RZ 14-07 200 E. Johnson Ave. Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on May 20, 2014

REQUEST: To consider a rezoning of 6.04 acres more or less from I-1 Industrial to C-3 General Commercial.

PURPOSE: A request to consider recommendation to Council for a rezoning from “I-1” Industrial District to “C-3”, General Commercial District, L.U.O.

LOCATION: 200 E. Johnson Ave./US 63 Business; Site bound by Main Street, Johnson Ave., Labaume St., E. Word Street.

**APPLICANTS/
OWNER:** Phillips Investment & Constr., P.O. Box 19298, Jonesboro AR

**SITE
DESCRIPTION:** Tract Size: Approx. +/- 6.04 acres (263,066 s.f.)
Street Frontage (feet): 378 ft. on Johnson; 189’+/- along Main St.
Topography: Flat terrain
Existing Development: Majority vacant commercial land.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	I-1, R-3	Auto Sales, Church, Residential
South:	I-1	Commercial, Church, Warehousing
East:	I-1, R-3	Commercial, Residential
West:	I-1	Various Commercial Uses

HISTORY: Property abandoned: Part of an undeveloped 10' alley lying north of Lot 7 and a part of Lot 6 of Gambill's Addition; Requested by: Don Latourette; Abandonment was adopted by ORD-14:008 on March 18, 2014

ZONING ANALYSIS

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

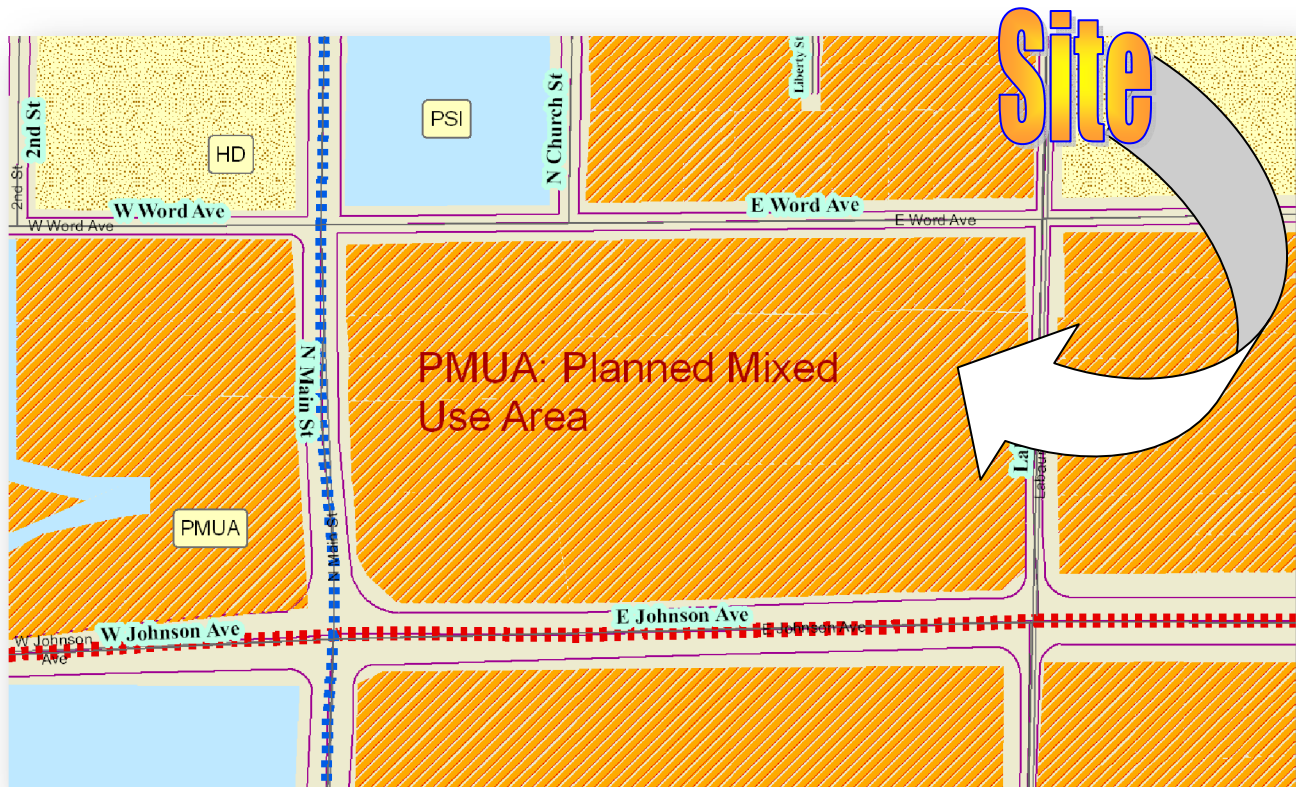
COMPREHENSIVE FUTURE LAND USE MAP REVIEW:

The Current/Future Land Use Map recommends this location as a Planned Mixed Use Area (PMUA). **The proposed rezoning is consistent and in compliance with the adopted Land Use Plan.**

Planned Mixed Use Developments typically contain a combination of office, retail, housing, and light industrial or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape, and signage standards.

Typically, PMUA is a campus-style planned development with multiple uses that are created in separate buildings or within single buildings, sharing a common image and circulation system. The Planned Mixed Use Area is typically located on major arterial streets where infrastructure is pre-existing or is planned as part of a proposed development. Access management shall be a major priority; consolidated curb-cuts shall be promoted.

Components: The intent of the PMUA is to promote a mix of uses and to discourage single use, and the composition shall be reviewed on a case by case basis by the Metropolitan Planning Commission.



Master Street Plan/Transportation








The subject property is served by North Main Street (West), a *Minor Arterial* and E. Johnson Ave. (South), a *Principle Arterial*. Additionally, the property is served by two local roads on the North (E. Word Ave.); and on the South (Labaume St.). The MAPC waived additional right of way dedications on all street frontages on January 14, 2014.

Right-of-Way requirements of the Master Street Plan that were waived are as follows:

- Main St the existing R/W is 30' from center, MSP is 50'
- Johnson Ave existing R/W is 40' from center, MSP is 60'
- Labaume St existing R/W is 27.5 from center, MSP is 30'
- Word Ave existing R/W is 20' from center, MSP is 30'

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 District rezoning is consistent with the Future Land Use Plan which recommends Planned Mixed Use Area.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117; A Limited Use Overlay is recommended by staff.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This will bring an existing uses into compliance of what is promoted on the Land Use Plan. This area is not industrial in nature.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	This land as used today is unsuitable under the current I-1; Most of which former industrial uses have been demolished; rezoning is highly recommended.	
(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;	No detriments. Will promoted needed support retail and re-investment for the area.	
(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	Property is mostly vacant within the current I-1 zoning. It had previously been used as commercial since several years.	
(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	Minimal impact if rezoned to C-3 Limited Use Overlay.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The applicant is hoping to rezone the subject property to the “C-3” General Commercial Zoning Classification. The site is currently vacant, with a number of original lots that have been consolidated into the larger Tract 1.

The applicant originally requested a change to a Limited Use Overlay (L.U.O) for General Commercial. Therefore, there is no required list of possible uses for the site due to this fact. However uses such as a medical clinic, food market and retail which were listed on the application will be consistent with the Land Use Plan.

On the pages to follow, Staff alerts the Commission and Council of uses that may be a detriment to the residential just directly north and east of the subject property. Consideration of a Limited Use Overlay was suggested for this reason (Applicant later agreed). This will also afford the Planning Commission some assurance regarding screening and buffering of parking areas, which is to be addressed by the developer during site plan review. This can be achieved by good landscape design.

Justification for Rezoning:

There are a number of reasons why the existing zoning classification as- “I-1”, *limited industrial district*, is not suitable for this location. One justification for a change in zoning is that the historical nature of the site

has not attracted reinvestment in the area under the current zoning. The “I-1” District is to accommodate freight terminals, warehousing, wholesaling, packaging, storage, fabrication, display and such limited manufacturing as does not create a nuisance for residential and commercial neighbors. Certain commercial uses are also permitted, but only through a special district or conditional use application. Suitable transportation facilities are a necessity to this district. Rezoning the property will act as a catalyst for reinvestment into the North Jonesboro area, as promoted by the recent long range planning efforts, as well as the North Jonesboro Neighborhood Initiative.

Zoning compliance/ Other Zoning Code Analysis:

The applicant originally requested a rezoning to a “C-3”, General Commercial District with no list of uses conditioned. The following are the bulk dimension requirements for “C-3” General Commercial.

<i>Dimension</i>	<i>CR-1</i>	<i>C-4</i>	C-3	<i>C-2</i>	<i>C-1</i>	<i>I-1</i>	<i>I-1</i>
<i>Minimum lot size</i>							
Single-family (sq. ft.)	6,500	NP	NP	6,000	NS	NP	NP
Duplex (sq. ft.)	7,200	NP	NP	7,200	NS	NP	NP
Multifamily (area/family)	NP	NP	NP	3,600	NS	NP	NP
Nonresidential uses (sq. ft.)	6,500	6,500	6,500	6,500	NS	6,500	10,000
Minimum lot width (all uses)	50'	50'	50'	50'	25'	50'	100'
Minimum lot depth (all uses)	100'	100'	100'	100'	NS	100'	100'
<i>Street setback</i>							
Residential uses	25'	NP	NP	25'	NS	25'	NP
Nonresidential uses	25'	25'	25'	25'	NS	25'	100'
<i>Interior side setback</i>							
Residential uses	7.5'	10'	NP	10'	NS	10'	NP
Nonresidential uses	10'	10'	10'	10'	NS	10'	25'
<i>Rear setback</i>							
Residential uses	20'	20'	NP	20'	NS	20'	NP
Nonresidential uses	20'	20'	20'	20'	NS	20'	25'
Maximum lot coverage (all uses)	50%	50%	60%	50%	100%	60%	60%
Percent of total lot area (building floor area)	20	20	NS	20	NS	NS	NS

Note.

NP = Not permitted.

NS = No standard.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues reported to date.	Discussion in Pre-Dev. Meeting
Streets/Sanitation	Reported no issues.	Discussion in Pre-Dev. Meeting
Police	No issues reported to date.	Discussion in Pre-Dev. Meeting
Fire Department	No issues reported to date.	Discussion in Pre-Dev. Meeting
MPO	No issues reported to date.	Discussion in Pre-Dev. Meeting
Jets	No issues reported to date.	Discussion in Pre-Dev. Meeting
Utility Companies	No issues reported to date.	Discussion in Pre-Dev. Meeting

Sec. 117-140. Overlay and special purpose districts.

(c) *LU-O—limited use overlay district.* (3) *Use and property development standards.* When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land.

All LU-O requirements are in addition to and are supplemental to all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

The rezoning of this property should not include following permitted uses:

- 1.) The following uses should be prohibited as a part of the Limited Use:
 - A) Animal Care, General
 - B) Adult Entertainment
 - C) Off-Premises Sign

Under the current policies, unless a limited use overlay or planned district development is petitioned, no conditions or discussion of proposed uses is advised. The applicant was asked by the MAPC to consider a “C-3” **Limited Use Overlay District** rezoning with a narrowed-down list of uses permitted except the

following highlighted uses in yellow. (Note that some uses are permitted within the “C-3” District; however others must request a Conditional Use Approval by the MAPC):

List of Commercial Uses		C-3 General Commercial	List of Commercial Uses		C-3 General Commercial
<i>Civic and commercial uses</i>			<i>Civic and commercial uses</i>		
	Animal care, general	Permitted		Nursing home	Permitted
	Animal care, limited	Permitted		Office, general	Permitted
	Auditorium or stadium	Conditional		Parking lot, commercial	Permitted
	Automated teller machine	Permitted		Parks and recreation	Permitted
	Bank or financial institution	Permitted		Pawn shops	Permitted
	Bed and breakfast	Permitted		Post office	Permitted
	Carwash	Permitted		Recreation/entertainment, indoor	Permitted
	Cemetery	Permitted		Recreation/entertainment, outdoor	Permitted
	Church	Permitted		Recreational vehicle park	Permitted
	College or university	Permitted		Restaurant, fast-food	Permitted
	Communication tower	Conditional		Restaurant, general	Permitted
				Retail/service	Permitted
	Convenience store	Permitted		Safety services	Permitted
	Day care, limited (family home)	Permitted		School, elementary, middle and high	Permitted
	Day care, general	Permitted		Service station	Permitted
	Entertainment, adult	Conditional		Sign, off-premises*	Permitted
	Funeral home	Permitted		Utility, major	Conditional
	Golf course	Permitted		Utility, minor	Permitted
	Government service	Permitted		Vehicle and equipment sales	Permitted
	Hospital	Permitted		Vehicle repair, general	Permitted
	Hotel or motel	Permitted		Vehicle repair, limited	Permitted
	Library	Permitted		Vocational school	Permitted
	Medical service/office	Permitted		Warehouse, residential (mini) storage	Conditional
	Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>		
<i>Agricultural uses</i>				Freight terminal	Conditional
	Agriculture, animal	Conditional		Research services	Conditional
	Agriculture, farmers market	Permitted			

Record of Proceedings: MAPC Public Hearing Held on May 13, 2014:

Applicant: Carlos Wood, Engineer representing the owner, Phillips Investments, appeared before the Commission stated that they are asking to rezone the property as described.

Staff: Mr. Spriggs gave a summary of the Staff Report, noting that the request complies with the Land Use Plan which recommends this area as a Planned Mixed Use Area. He also reported that the petition complies with the listed criterion for rezonings as noted. The applicant is requesting a C-3 General Commercial District. The discouraged list of uses were discussed and Mr. Spriggs asked Mr. Wood if he had considered the findings of the report.

Mr. Carlos Wood asked for clarification of the Animal Care Limited Use. He and his client would like to have the availability of a veterinarian office for interior use, without the dog runs. They may want to sell or retail the pets or supplies. Mr. Spriggs stated that the way it is conditioned, it will accommodate his client's needs. Mr. Wood agreed to the Limited Use Overlay on behalf of the owner.

Mr. Spriggs: The Commission in the last meeting voted unanimously to waive right of way dedications on each of the road frontages.

Mr. Spriggs also referred to the permitted and discouraged uses in which the applicant agrees. Mr. Spriggs noted that approval will definitely serve as an economic development catalyst for the area and provide fresh produce and quality groceries to those in need.

No issues were reported by the various departments or agencies. The conditions were read.

Public Input/Opposition: None present.

Commission Action:

Motion was made by Mr. Schrantz to adopt the rezoning and place Case: RZ-14-06 on the floor for recommendation by MAPC to the City Council with the noted conditions; Motion was seconded by Mr. Hoelscher.

Roll Call Vote: Mr. Scurlock- Aye; Mr. Hoelscher- Aye; Mr. Reece- Aye; Mr. Bailey- Aye; Mrs. Shrantz- Aye; Mr. Kelton- Aye; Ms. Nix was absent. Mr. Lonnie Roberts Chaired the meeting. Case approved with a **6-0 Vote for the measure.**

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria, of Case RZ 14-07, a request to rezone property from "I-1" Industrial to "C-3" L.U.O., General Commercial.

The MAPC found that changing the zoning of this property from "I-1" Industrial District to the proposed "C-3" Limited Use Overlay District (as agreed by the applicant) and that the rezoning will be compatible and suitable with the zoning, uses, and character of the surrounding, subject to the following stipulations:

1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”. Final site plan should include a final landscape and lighting plan to address any buffering considerations regarding the residential to remain.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking northeast from the southwest portion of the subject properties.



View looking southwest from the northeast portion of the subject properties.



View looking northwest from the southeast portion of the subject properties.



View looking southeast from the northwest portion of the subject properties.



View of abutting property located at the southeast portion of the subject properties.



View of abutting property located at the southwest portion of the subject properties.



View of abutting property located at the northwest portion of the subject properties.



View looking east from N. Main St./E. Word Ave. intersection toward properties located north of subject properties.



View looking south from N. Main St./E. Word Ave. intersection toward properties located west of subject properties.



View looking north from N. Main St./E. Johnson Ave. intersection toward properties located west of subject properties.



View looking east from N. Main St./E. Johnson Ave. intersection toward properties located south of subject properties.



View looking west from E. Johnson Ave./Labaume St. intersection toward properties located south of subject properties.



View looking north from E. Johnson Ave./Labaume St. intersection toward properties located east of subject properties.



View looking south from E. Word Ave ./Labaume St. intersection toward properties located east of subject properties.



View looking west from E. Word Ave ./Labaume St. intersection toward properties located north of subject properties.



Legislation Details (With Text)

File #: RES-14:024 **Version:** 1 **Name:** Condemnation at 504 S. Patrick
Type: Resolution **Status:** Recommended Under New Business
File created: 3/11/2014 **In control:** Public Safety Council Committee
On agenda: 5/20/2014 **Final action:**
Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 504 S Patrick St. Owner: Rena Turnage.
Sponsors: Code Enforcement
Indexes: Condemnation
Code sections:
Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report](#)
[504 S Patrick](#)

Date	Ver.	Action By	Action	Result
3/18/2014	1	Public Safety Council Committee	Recommended Under New Business	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 504 S Patrick St. Owner: Rena Turnage.

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

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT: the city should proceed with the condemnation of the property at: 504 S Patrick St.

CONDEMNATION CHECKLIST

Property Address: 504 S Patrick Phone: _____

Property Owner: Rena Turnage (Deceased) / Emma Turnage Phone: _____

Owner's Address: 1135 Walker PL Apt 3 Fax: _____
Jonesboro, AR 72401

BEGINNING DATE	ENDING DATE	ACTION
<input checked="" type="checkbox"/> <u>2/24/14</u>	<u>2/24/14</u>	1. Identify structure unfit for human habitation.
<input checked="" type="checkbox"/> <u>2/24/14</u>	<u>2/24/14</u>	2. Inspect Property. (Condemnation Officer & Building Inspector) <input checked="" type="checkbox"/> a. Prepare inspection report. <input checked="" type="checkbox"/> b. Photograph property.
<input checked="" type="checkbox"/> <u>2/24/14</u>	<u>2/24/14</u>	3. Determine ownership from county assessment & tax collection record.
<input checked="" type="checkbox"/> <u>2/24/14</u>	<u>2/24/14</u>	4. Obtain legal description.
<input checked="" type="checkbox"/> <u>2/26/14</u>	<u>2/24/14</u>	5. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner with 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input checked="" type="checkbox"/> <u>3/7/14</u>	<u>3/7/14</u>	6. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input checked="" type="checkbox"/> <u>Emergency</u>	<u>Condemnation</u>	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre-notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/> _____	_____	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Arkansas. 1) Post affidavit in newspaper once a week for two consecutive weeks
<input type="checkbox"/> _____	_____	2) Attorney ad litem appointed to notify defendant.
<input type="checkbox"/> _____	_____	9. Post sign on the property advising date the City Council will consider condemnation of the structure.
<input type="checkbox"/> _____	_____	10. Photograph posted sign.
<input type="checkbox"/> _____	_____	11. Prepare information packet for each City Council member, plus one each for Mayor & City Attorney consisting of: <input type="checkbox"/> a. Location map <input type="checkbox"/> b. Photographs of the structure <input type="checkbox"/> c. Inspection report <input type="checkbox"/> d. Pre-condemnation notice <input type="checkbox"/> e. Condemnation resolution

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/>	_____	12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
<input type="checkbox"/>	_____	13. City Council adopts condemnation resolution.
<input type="checkbox"/>	_____	File certified copy of Condemnation Resolution with Circuit Clerk.
<input type="checkbox"/>	_____	14. Clerk.
<input type="checkbox"/>	_____	15. Send owner(s) & other vested interests the following:
		<input type="checkbox"/> a. Copy of the City Council resolution.
		<input type="checkbox"/> b. 30-day notice to cure through repair, demolition or with inspector's approval, board & secure for stated period of time.
<input type="checkbox"/>	_____	16. Post 30-day notice to cure on structure.
<input type="checkbox"/>	_____	17. Photograph posted notice.
<input type="checkbox"/>	_____	18. Evaluate status of owner's action on 31 st day after Notice to Cure was issued. If no action taken by owner, proceed with demolition.
<input type="checkbox"/>	_____	19. Determine presence of asbestos & dangerous mold. If present, prepare a removal plan.
<input type="checkbox"/>	_____	20. Obtain three demolition bids.
<input type="checkbox"/>	_____	21. Notice of Intent with ADEQ
<input type="checkbox"/>	_____	22. Notify utility companies to disconnect & remove service from structure for safe demolition.
<input type="checkbox"/>	_____	23. Issue Notice to Proceed to demolition contractor.
<input checked="" type="checkbox"/>	3/7/14	24. Prepare demolition cost statement consisting of:
	3/7/14	<input checked="" type="checkbox"/> a. Mailing fees
	6.49	<input type="checkbox"/> b. Publication fees
	1850.00	<input checked="" type="checkbox"/> c. Demolition costs
		<input type="checkbox"/> d. Asbestos and/or dangerous mold testing fee
		<input type="checkbox"/> e. Asbestos and/or dangerous mold removal fee
	100.00	<input checked="" type="checkbox"/> f. Title search fee
	853.44	<input checked="" type="checkbox"/> g. Landfill tipping fees(if not included with demolition contract)
		<input type="checkbox"/> h. Photograph costs
		<input type="checkbox"/> i. Attorney fees
		<input type="checkbox"/> j. Filing fees for Circuit Clerk
		<input type="checkbox"/> k. Any documentation miscellaneous costs
		<input type="checkbox"/> l. Send Total to City Collector for billing to owners
	TOTALS=	
	2809.93	
<input type="checkbox"/>	_____	25. Send a letter & cost statement to the City Attorney requesting a tax lien be placed on the property.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	2-24-2014					
PROPERTY ADDRESS:	504 S. Patrick					
PROPERTY OWNER:	Emma Turnage					
OCCUPIED:	<input type="checkbox"/> YES xx NO					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab	1					Completely Dilapidated and falling in
Front Porch Type: Wood Concrete	1					Completely Dilapidated and falling in
Exterior Doors and Windows Type: Wood Vinyl Aluminum	1					Completely Dilapidated and falling in
Roof Underlay Type: OSB 1x6 metal	1					Completely Dilapidated and falling in
Roof Surface Type: 3-Tab Shingles Dimensional Shingles	1					Completely Dilapidated and falling in
Chimney	1					Completely Dilapidated and falling in
Siding Type: Wood Lap Vinyl Masonite Aluminum	1					Completely Dilapidated and falling in
Fascia and Trim Type Wood Vinyl Coil	1					Completely Dilapidated and falling in
Interior Doors Type: Hollow Wood Solid Wood	1					Completely Dilapidated and falling in

Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco	1					Completely Dilapidated and falling in
Ceilings Type: Sheetrock Stucco Ceiling Tile	1					Completely Dilapidated and falling in
Flooring Underlay Type: 1x6 center match OSB Plywood	1					Completely Dilapidated and falling in
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl	1					Completely Dilapidated and falling in
Electrical	1					Completely out of code
Heating	1					Completely out of code
Plumbing	1					Completely out of code

In my opinion, this structure	<input type="checkbox"/>	is	<input checked="" type="checkbox"/>	is not	Suitable for human habitation.
In my opinion this structure	<input type="checkbox"/>	is	<input checked="" type="checkbox"/>	is not	Physically feasible for rehabilitation.
In my opinion, this structure	<input type="checkbox"/>	is	<input checked="" type="checkbox"/>	is not	Economically feasible for rehabilitation.
In my opinion, this structure	<input checked="" type="checkbox"/>	is	<input type="checkbox"/>	is not	A public safety hazard and should be condemned immediately.

Due to extent of damage structure should be removed immediately

EMERGENCY ACTION IS WARRANTED: YES NO

<i>Terry Adams</i> 2-24-14 Terry Adams, Certified Building Inspector	<i>Craig Davenport</i> 2-24-14 Craig Davenport, Fire Marshal	Other Signature



CE Case Details

[Print](#)

[Close](#)

CE Case CE14-380

CE Case #: CE14-380	Status: Submitted to Public Safety
eFM Case #: N/A	Date Opened: 02/24/2014
Case assigned to: Shaver, Ronnie	Follow Up Date 04/15/2014
Priority: Low	Follow Up Action Send 20 day notice
Location 504 S Patrick Street Jonesboro, AR 72401 Property Type: Vacant Residential	Open Violations Unsafe Building

Time Tracking

CE Officer	Date	Rate Type	Hours
Shaver, Ronnie	03/10/2014	Regular	0.50
Shaver, Ronnie	03/07/2014	Regular	0.25
Shaver, Ronnie	03/04/2014	Regular	0.17
Shaver, Ronnie	03/04/2014	Regular	0.33
Shaver, Ronnie	02/27/2014	Regular	0.17
Shaver, Ronnie	02/26/2014	Regular	0.50
Shaver, Ronnie	02/25/2014	Regular	1.00
Total			2.92

Location

Address	APN	Additional Information	Census Tract	Block Group	LowModPct	CDBG Eligible	Property Type
504 S Patrick Street Jonesboro AR 72401						NO	Vacant Residential

Violations

Date	Violation	Submitted By	Status	Disposition	Notes	CDBG Eligible
02/24/2014	Unsafe Building	Shaver, Ronnie	Open			No

History

Date	Entered By	Action/Note/Activity
02/24/2014 03:33:01 PM	Shaver, Ronnie	Added: Unsafe Building

Contacts

Initiation: complaint

Contact Role	Name/Business	Address	Phone	Open Cases
Owner	Turnage, Emma J	1135 Walker Place 3 Jonesboro AR 72401		1

History

Entry Date	Employee	Description
------------	----------	-------------

02/24/2014 03:33:01 pm Shaver, Ronnie Turnage, Emma J

Status and Follow Up

<u>Status</u>	<u>Follow Up Date</u>	<u>Follow Up Action</u>
Submitted to Public Safety	04/15/2014	Send 20 day notice

History

<u>Entry Date</u>	<u>Employee</u>	<u>Description</u>
03/10/2014 04:10:28 PM	Shaver, Ronnie	Added .50 case hours for Ronnie Shaver on 2014-03-10.
03/10/2014 04:07:51 PM	Shaver, Ronnie	Case Status changed to Submitted to Public Safety
03/10/2014 04:07:51 PM	Shaver, Ronnie	Followup Date edited from: 04/07/2014 to 04/15/2014.
03/10/2014 04:07:51 PM	Shaver, Ronnie	Followup Action edited from: Submitted to Public Safety to Send 20 day notice.
03/07/2014 08:05:54 AM	Shaver, Ronnie	Added .25 case hours for Ronnie Shaver on 2014-03-07.
03/07/2014 08:04:51 AM	Shaver, Ronnie	Case Status changed to Obtain Title Report
03/07/2014 08:04:51 AM	Shaver, Ronnie	Followup Action edited from: Obtain Title Report to Submitted to Public Safety.
03/04/2014 12:55:43 PM	Shaver, Ronnie	Added .33 case hours for Ronnie Shaver on 2014-03-04.
03/04/2014 10:59:46 AM	Shaver, Ronnie	Added .17 case hours for Ronnie Shaver on 2014-03-04.
02/27/2014 08:33:55 AM	Shaver, Ronnie	Added .17 case hours for Ronnie Shaver on 2014-02-27.
02/26/2014 10:07:58 AM	Shaver, Ronnie	Added .50 case hours for Ronnie Shaver on 2014-02-26.
02/26/2014 10:06:09 AM	Shaver, Ronnie	Case Status changed to Notice of Violation
02/26/2014 10:06:09 AM	Shaver, Ronnie	Followup Date edited from: 02/26/2014 to 04/07/2014.
02/26/2014 10:06:09 AM	Shaver, Ronnie	Followup Action edited from: Notice of Violation to Obtain Title Report.
02/26/2014 10:05:07 AM	Shaver, Ronnie	Case Status changed to Legal Description Obtained
02/26/2014 10:05:07 AM	Shaver, Ronnie	Followup Action edited from: Legal Description Obtained to Notice of Violation.
02/26/2014 09:55:43 AM	Shaver, Ronnie	Case Status changed to Owner of Record Identified
02/26/2014 09:55:43 AM	Shaver, Ronnie	Followup Action edited from: Owner of Record Identified to Legal Description Obtained.
02/26/2014 09:55:01 AM	Shaver, Ronnie	Case Status changed to Property Inspected
02/26/2014 09:55:01 AM	Shaver, Ronnie	Followup date added: 2014-02-26 00:00:00
02/26/2014 09:55:01 AM	Shaver, Ronnie	Followup action added: Owner of Record Identified
02/25/2014 07:03:51 AM	Shaver, Ronnie	Added 1.0 case hours for Ronnie Shaver on 2014-02-25.
02/24/2014 03:33:01 PM	Shaver, Ronnie	Initial Case Status Unsafe Structure

Citation

Notes

<u>Entry Date</u>	<u>Entered By</u>	<u>Action Date</u>	<u>Note</u>
03/10/2014 04:15:13 PM	Shaver, Ronnie	03/10/2014	The Management Co is not for this house added by mistake
03/10/2014 03:56:06 PM	Shaver, Ronnie	03/10/2014	Demolition has been paid in full by representative of the owner
03/07/2014 08:04:39 AM	Shaver, Ronnie	03/07/2014	Sent for Title Search of this property.
02/27/2014 08:33:04 AM	Shaver, Ronnie	02/27/2014	House was declared Emergency needs removed as soon as possible. Gas cut and utilities removed on 2 -26-14 Schedule for removal on 2/28/14
02/25/2014 07:02:32 AM	Shaver, Ronnie	02/25/2014	Property inspected by Terry Adams, Chief Building Official City of Jonesboro, Arkansas

History

<u>Entry Date</u>	<u>Employee</u>	<u>Description</u>
-------------------	-----------------	--------------------

03/10/2014 04:05:41 PM Shaver, Ronnie Change case note from: Demolition has been paid in full by owner to: Demolition has been paid in full by representative of the owner

Attachments

<u>Date</u>	<u>Title</u>	<u>Description</u>	<u>Uploaded By</u>	<u>Upload Date</u>	<u>Inactive</u>
03/04/2014	Certified_mail_receipt162Certified_mail_receipt.jpg		Shaver, Ronnie	03/04/2014 10:58:17 AM	
03/04/2014	Management_Co.jpg		Shaver, Ronnie	03/04/2014 12:54:35 PM	
02/27/2014	Notice_for_Demo_ADEQ.doc		Shaver, Ronnie	02/27/2014 08:29:42 AM	
02/25/2014	Inspection_Report_P.pdf		Shaver, Ronnie	02/25/2014 07:03:12 AM	
02/25/2014	100_4415.JPG		Shaver, Ronnie	02/25/2014 07:36:36 AM	
02/25/2014	100_4416.JPG		Shaver, Ronnie	02/25/2014 07:36:36 AM	
02/25/2014	100_4417.JPG		Shaver, Ronnie	02/25/2014 07:36:36 AM	
02/24/2014	County_Data_504_S_Patrick.xps		Shaver, Ronnie	02/24/2014 04:23:36 PM	

Inactive photos are not included in Case Report

History

<u>Entry Date</u>	<u>Employee</u>	<u>Description</u>
03/04/2014 12:54:35 PM	Shaver, Ronnie	Case file titled " dated 2014-03-04 00:00:00 added.
03/04/2014 10:58:29 AM	Shaver, Ronnie	Case file titled " dated 2014-03-04 00:00:00 added.
02/27/2014 08:29:42 AM	Shaver, Ronnie	Case file titled " dated 2014-02-27 00:00:00 added.
02/25/2014 07:36:36 AM	Shaver, Ronnie	Case file titled '100_4415.JPG' dated 2014-02-25 00:00:00 added.
02/25/2014 07:36:36 AM	Shaver, Ronnie	Case file titled '100_4416.JPG' dated 2014-02-25 00:00:00 added.
02/25/2014 07:36:36 AM	Shaver, Ronnie	Case file titled '100_4417.JPG' dated 2014-02-25 00:00:00 added.
02/25/2014 07:03:12 AM	Shaver, Ronnie	Case file titled " dated 2014-02-25 00:00:00 added.
02/24/2014 04:23:36 PM	Shaver, Ronnie	Case file titled " dated 2014-02-24 00:00:00 added.

Forms

History

<u>Name</u>	<u>Generation Date</u>	<u>Generated By</u>	<u>Link</u>
Notice of Violation(13498)	02/26/2014 10:06	Shaver, Ronnie	view

Inoperable Vehicle

Outside Contractor

Action Taken: House Demo
 Contractor: Bill Gilmer Construction

Images

City of Jonesboro Code Enforcement File # 504 S Patrick Street



photo taken: 02/25/2014 - 100_4415.JPG



photo taken: 02/25/2014 - 100_4416.JPG



photo taken: 02/25/2014 - 100_4417.JPG



photo taken: 03/04/2014 - Certified_mail_receipt162Certified_mail_receipt.jpg

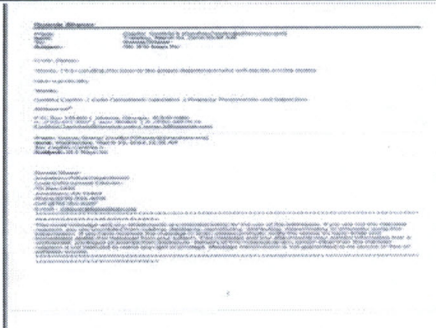


photo taken: 03/04/2014 - Management_Co.jpg



Legislation Details (With Text)

File #:	ORD-14:022	Version:	1	Name:	Amend Ordinance 3221 calling a special election concerning the current sales and use tax
Type:	Ordinance	Status:		Status:	Second Reading
File created:	4/10/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY				
Sponsors:	Mayor's Office				
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result
5/6/2014	1	City Council		
4/22/2014	1	Finance & Administration Council Committee		
4/15/2014	1	City Council	Referred	Pass

AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the City) passed on May 15, 2000, Ordinance No. 3221 providing for the levy of one percent (1%) Sales and Use Tax within the City (the Sales and Use Tax); and,

WHEREAS, the Sales and Use Tax levied restricted spending of one half (1/2) of one percent (1%) to capital improvements of a public nature; and,

WHEREAS, the purpose of this Ordinance is to amend Ordinance 3221 and to call a special election on the question of removing the restriction of one half (1/2) of the Sales and Use Tax, and to direct it to be used for general operating purposes,

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

SECTION 1. That there be, and there is hereby called, a special election to be held on August 12, 2014, at which election there shall be submitted to the electors of the City the question of the removal of the restriction on spending of the one half (1/2) of one percent (1%) of the current Sales and Use Tax from Capital

Improvements of a public nature, and allowing it to be used as a general operating purposes.

SECTION 2. That the question of removing the restriction on the one half (1/2) of one percent (1%) Sales and Use Tax shall be placed on the ballot for election in substantially the following form:

Vote on measure by placing an X in the square opposite the measure either for or against:

FOR removing the restriction requiring one half (1/2) of one percent (1%) of the local Sales and Use Tax for the City of Jonesboro, Arkansas, to be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax to be used for general operation purposes, which may include capital improvements of a public nature. []

AGAINST removing the restriction requiring one half (1/2) of the one percent (1%) of the local Sales and Tax Use for the City of Jonesboro, Arkansas, be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax be used for general operation purposes, which may include capital improvements of a public nature. []

SECTION 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

SECTION 4. A copy of this Ordinance shall be filed with the Craighead County Clerk at least 70 days prior to the date of the special election. A copy of this Ordinance shall be given to the Craighead County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

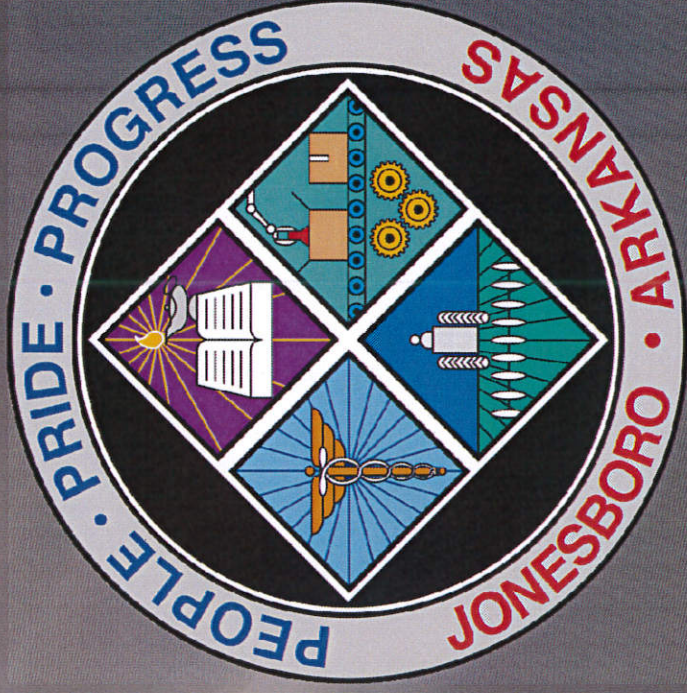
SECTION 5. The Mayor and City Clerk, for and on behalf of the City , are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

SECTION 6. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. It is hereby ascertained and declared that there is a great need to establish a stable source of revenue for general purposes that are vital municipal services in order to promote and protect the health, safety and welfare of the City and its inhabitants. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and take effect immediately from and after its passage.

City of Jonesboro Arkansas Tax Rates

- 6.5% State
- 1.0% County
- 1.0% City- Permanent
- 0.5% City- Temporary



Arkansas City Tax Rates

Cities	City Tax Rate	County Tax Rate	Total Tax Rate
Little Rock	1.5%	1.0%	2.5%
Fort Smith	2.0%	1.25%	3.25%
Fayetteville	2.0%	1.25%	3.25%
Rogers	2.0%	1.0%	3.0%
Springdale	2.0%	1.25%	3.25%
Pine Bluff	1.625%	1.625%	3.25%
West Memphis	1.5%	1.75%	3.25%
Jonesboro	1.5%	1.0%	2.5%

City of Jonesboro Sales Tax

1.0% PERMANENT

- Passed in 2000
- \$15 million annually
- 50% Restricted for Capital Improvements
- 50% Unrestricted for General Fund Operations

.5% TEMPORARY

- Public Safety Tax
- Passed in 2010
- General Fund Operations of Police and Fire related expenses
- \$7.5 million annually
- Expires December 2014

Temporary .5% Sales Tax

Without the Temporary Tax:

2011 - \$1,278,287

2012 - (\$1,097,101)

2013 - (\$2,302,055)

2014 - (\$3,080,334)

Illustrating that without the temporary tax we would be in deficit spending 3 of the 4 years.

Remember temporary tax generates \$7.5 million annually.

Temporary .5% Sales Tax



Temporary tax funds 38% of police and fire department expenses.

Permanent 1% Sales Tax

- ½ tax General Fund Operations for all Departments.
- ½ tax Capital Improvements of a Public Nature
 - Fire Stations, Animal Control Facility, Municipal Center, Police Station, Bridges, Drainage Projects, Road Overlays, Parks, and Economic Development
 - \$7.5 million annually (restricted for Capital Improvements)
 - Immediate building needs will be met in 2014

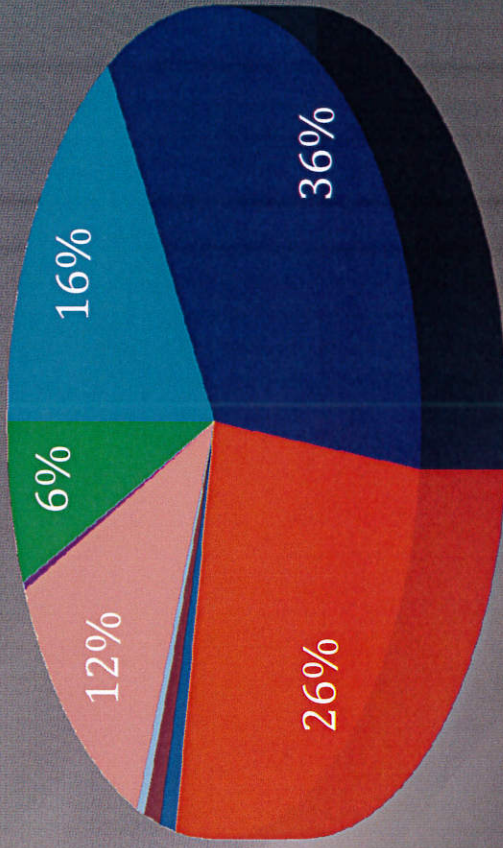
General Fund Revenues & Expenses

2013 General Fund Revenues



- State Aid
- Property Taxes
- Franchise Fees
- County Tax
- Permanent Tax
- Temporary Tax
- Fines
- Water Tax
- Interest

2013 General Fund Expenses

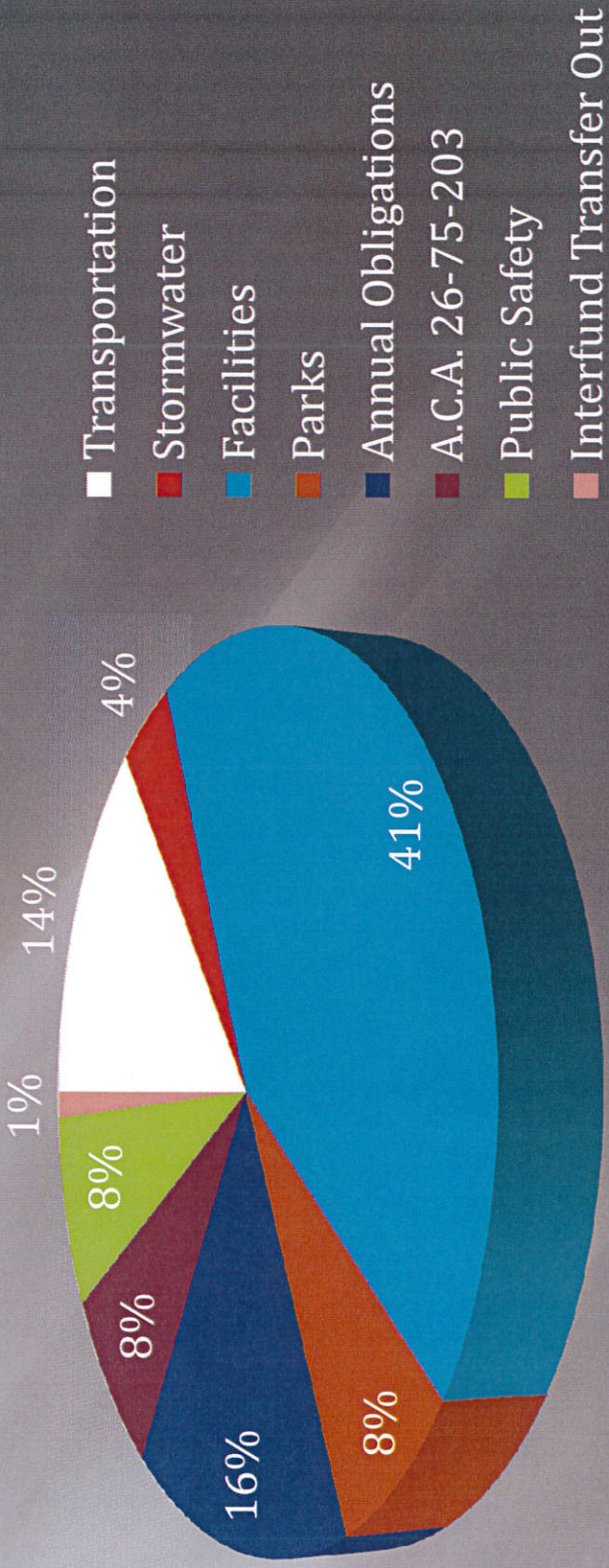


- General Government
- Fire
- Parking
- Code Enforcement
- Fire Act 833
- Police
- SRO's
- Mosquito Control
- Sanitation
- Parks

Permanent 1% Sales Tax

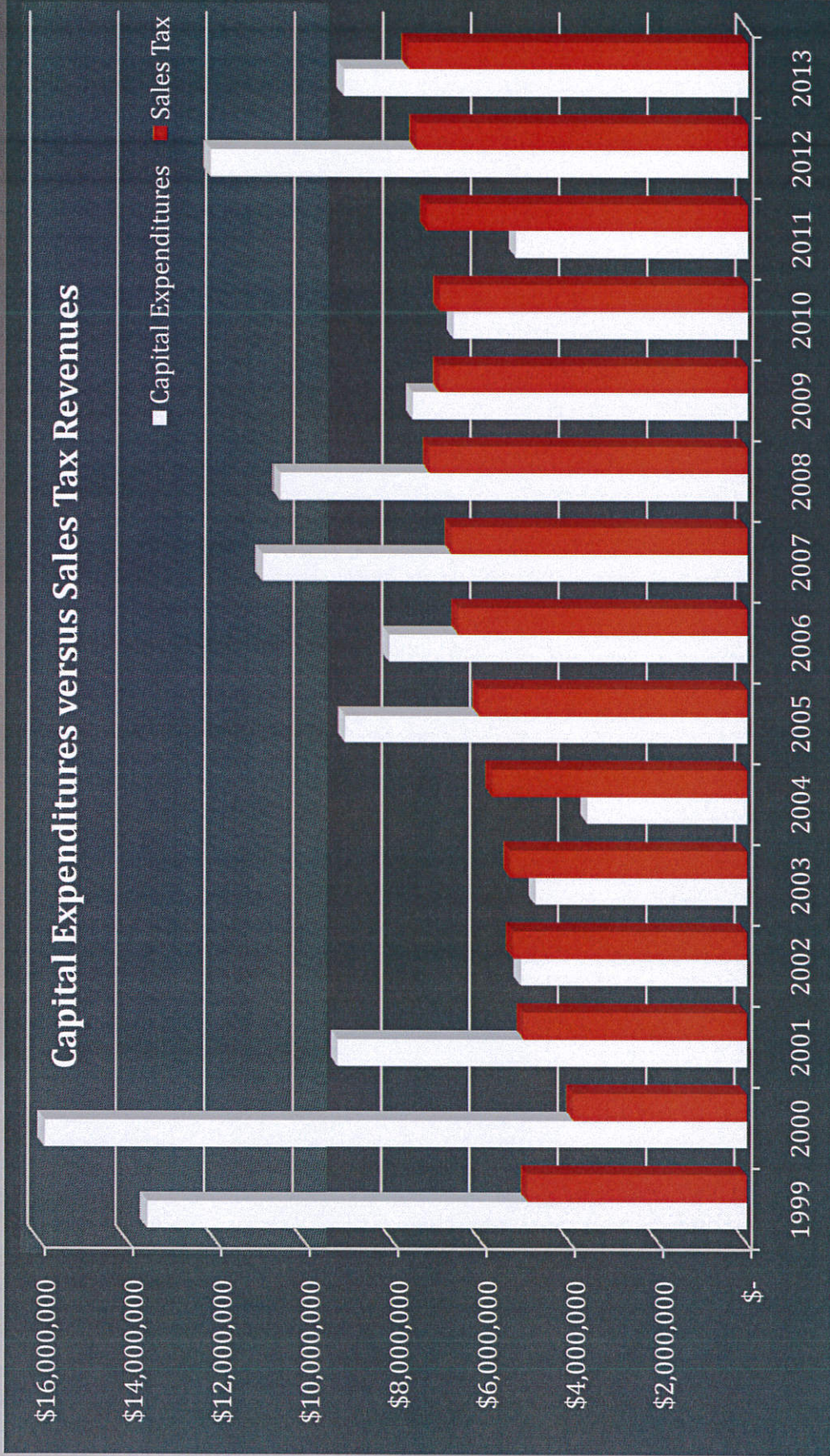
½ Restricted for Capital Improvements

3 Year Average Expenditures

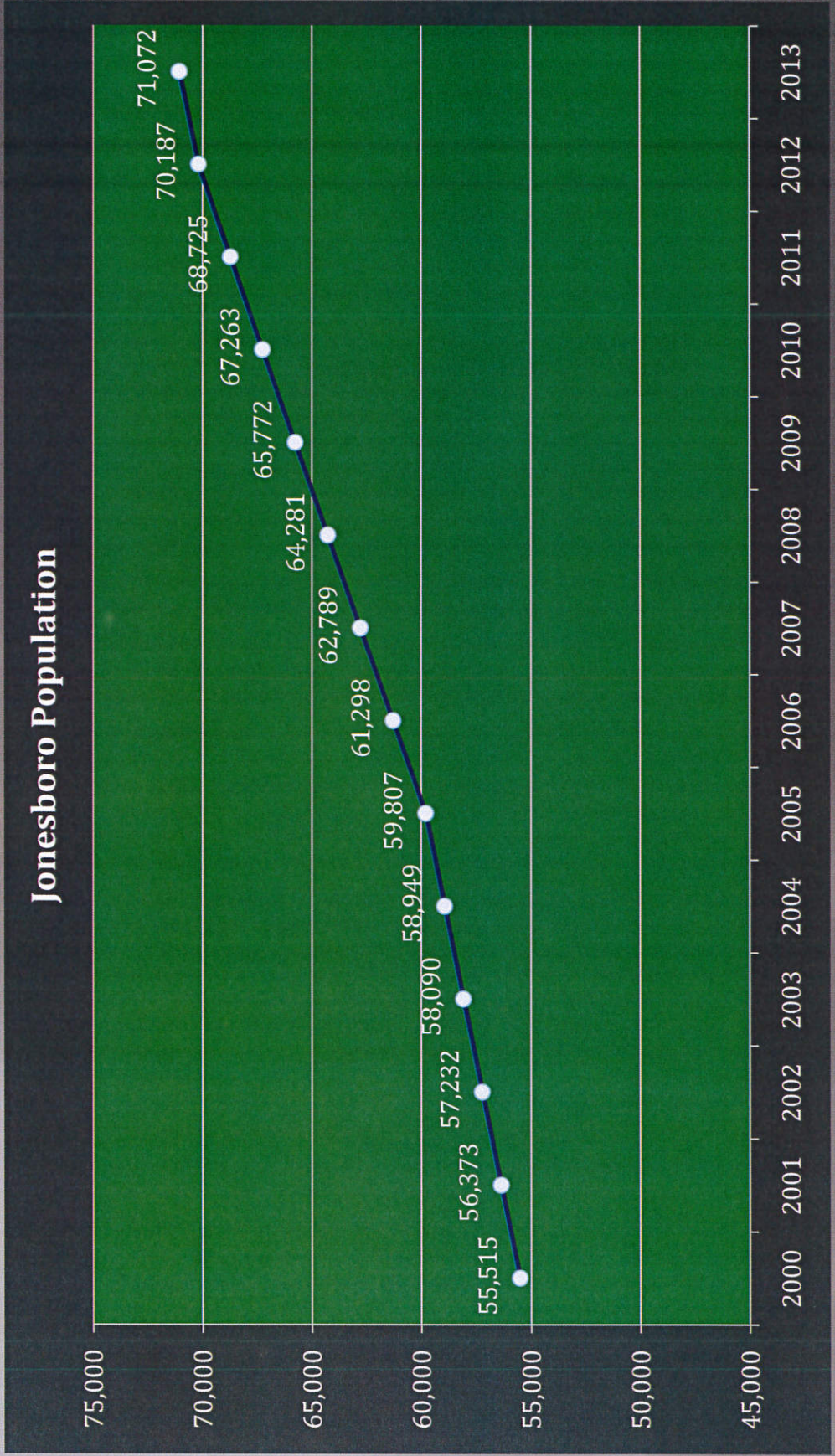


Permanent 1% Sales Tax

½ Restricted for Capital Improvements

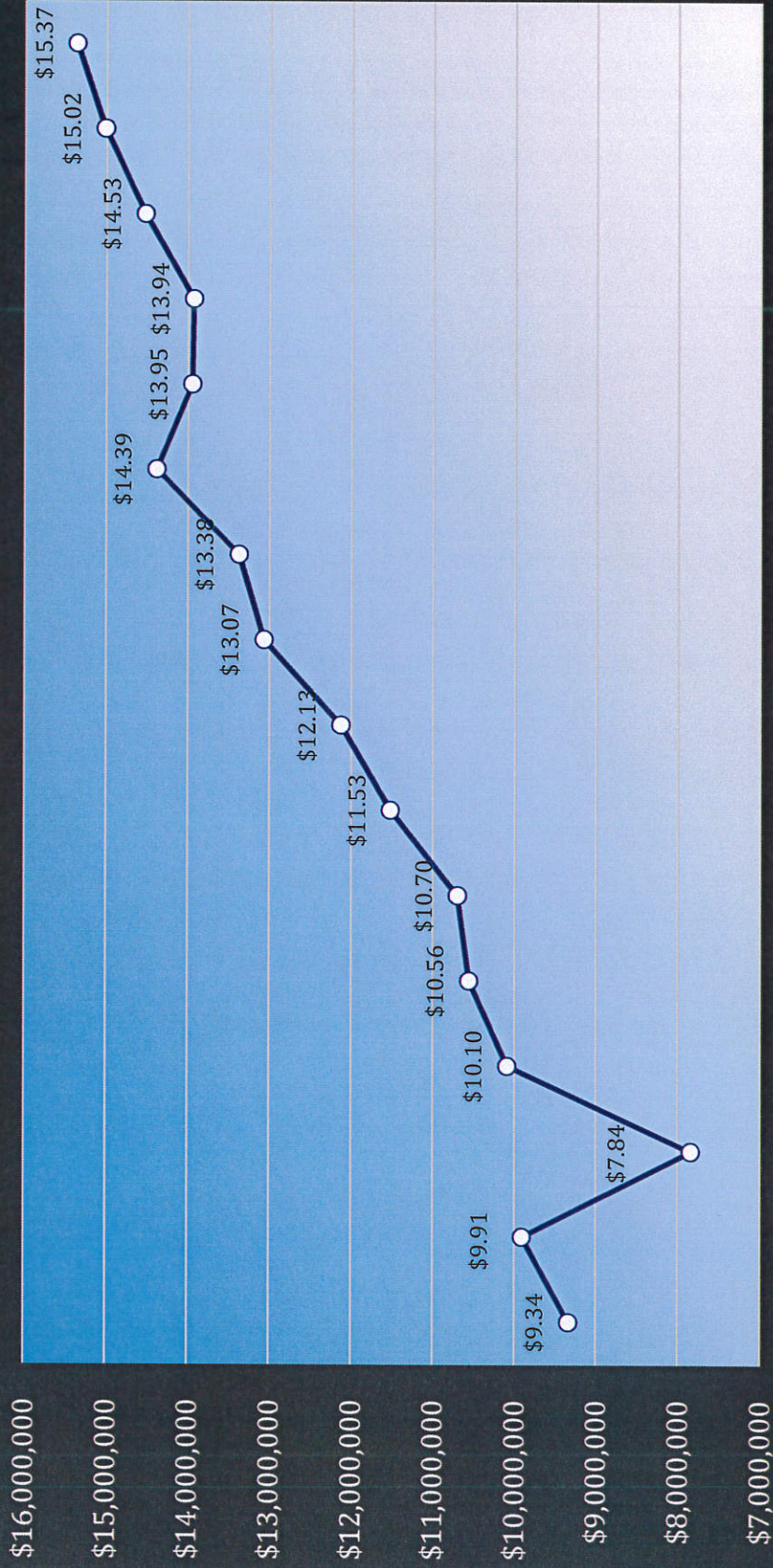


Population Growth



Permanent 1% Sales Tax

Permanent 1% Sales Tax History



1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013

Capital Improvements Restriction

- We would like to allow the Temporary Public Safety Tax to expire and remove the restrictions on the .5% Permanent Capital Improvements tax.
- Under the current projections we would have \$4.5 million to be used for Capital Improvements and the remaining \$3 million will go to balance the general operations of the City.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:043 **Version:** 1 **Name:** Airport financial statements for March 31, 2014
Type: Other Communications **Status:** To Be Introduced
File created: 4/21/2014 **In control:** City Council
On agenda: **Final action:**
Title: Financial statements for Jonesboro Airport Commission for March 31, 2014
Sponsors:
Indexes: Airport financial statements
Code sections:
Attachments: [Financial statements](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Financial statements for Jonesboro Airport Commission for March 31, 2014

**Jonesboro Airport Commission
Financial Statements
For the Three Months Ended March 31, 2014 and 2013**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

Accountant's Compilation Report

Jonesboro Airport Commission
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of March 31, 2014, and the related statement of revenues and expenses-modified cash basis for the one month and 3 Months ended March 31, 2014 and 2013. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the modified cash basis of accounting.

Management is responsible for the preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are not material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

April 18, 2014

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
March 31, 2014**

ASSETS

CURRENT ASSETS

Cash - Centennial Bank	\$ 580,557.29	
Cash-Centennial Bank-Project Acct	<u>2,277.70</u>	
Total Current Assets		\$ 582,834.99

PROPERTY AND EQUIPMENT

OTHER ASSETS

Rice Growers Stock	\$ <u>928.25</u>	
Total Other Assets		<u>928.25</u>
TOTAL ASSETS		<u><u>\$ 583,763.24</u></u>

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
March 31, 2014**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$ 578.66
FWH Taxes Payable	346.00
SWH Taxes Payable	200.13
State Unemployment Payable	<u>156.04</u>

Total Current Liabilities \$ 1,280.83

EQUITY

Beg Retained Earnings	\$ 483,378.57
YTD Net Income(Loss)	<u>99,103.84</u>

Total Equity 582,482.41

TOTAL LIABILITIES & EQUITY \$ 583,763.24

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 3 Months Ended March 31, 2014 and 2013

	<u>1 Month Ended</u> <u>March 31, 2014</u>		<u>1 Month Ended</u> <u>March 31, 2013</u>		<u>3 Months Ended</u> <u>March 31, 2014</u>		<u>3 Months Ended</u> <u>March 31, 2013</u>	
		<u>%</u>		<u>%</u>		<u>%</u>		<u>%</u>
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,000.00	54.07	\$ 70,000.00	50.15
Grant Revenue-Federal & State	0.00	0.00	9,974.00	34.84	0.00	0.00	12,594.00	9.02
T-Hanger Lease #2/#3	2,000.00	10.29	2,000.00	6.99	6,000.00	4.63	6,000.00	4.30
Hanger Revenue - FBO	6,440.97	33.14	6,440.97	22.50	19,322.91	14.93	19,322.91	13.84
Revenue-Sharp Aviation	2,035.00	10.47	2,035.00	7.11	6,105.00	4.72	6,105.00	4.37
Revenue-Gate Card Fees	500.00	2.57	1,650.00	5.76	2,500.00	1.93	3,150.00	2.26
T Hanger Leases	2,000.00	10.29	2,000.00	6.99	6,000.00	4.63	6,000.00	4.30
Fuel Flowage	2,500.24	12.86	1,568.16	5.48	7,458.48	5.76	4,719.76	3.38
HANGER-FOWLER FOODS	858.78	4.42	858.78	3.00	2,576.34	1.99	2,576.34	1.85
HANGER-LANDRY	0.00	0.00	0.00	0.00	300.00	0.23	300.00	0.21
HANGER-SANDERS	1,600.00	8.23	1,600.00	5.59	4,800.00	3.71	4,800.00	3.44
HANGER-AIR SOUTH	500.00	2.57	500.00	1.75	1,500.00	1.16	1,500.00	1.07
Auto Rental Agency & Land Lease	0.00	0.00	0.00	0.00	300.00	0.23	300.00	0.21
HANGER-HYTROL	0.00	0.00	0.00	0.00	300.00	0.23	0.00	0.00
Terminal Building Leases-AIR CH	1,000.00	5.15	0.00	0.00	2,100.00	1.62	2,200.00	1.58
Other Income	0.00	0.00	0.00	0.00	200.00	0.15	0.00	0.00
Total Revenues	<u>19,434.99</u>	<u>100.00</u>	<u>28,626.91</u>	<u>100.00</u>	<u>129,462.73</u>	<u>100.0</u>	<u>139,568.01</u>	<u>100.0</u>
Cost of Revenues								
Grant Project Expenditures	0.00	0.00	10,067.00	35.17	0.00	0.00	10,067.00	7.21
Grounds	468.14	2.41	1,575.69	5.50	528.42	0.41	6,534.79	4.68
Hanger Expense-FBO	0.00	0.00	119.35	0.42	1,081.61	0.84	1,694.54	1.21
Terminal Building Expense-	2,279.59	11.73	405.50	1.42	6,473.09	5.00	2,252.39	1.61
Terminal Building Expense	0.00	0.00	0.00	0.00	375.21	0.29	371.07	0.27
Fire Rescue Building Expense	74.95	0.39	110.75	0.39	557.06	0.43	1,646.78	1.18
Sharp Aviation Expense	0.00	0.00	0.00	0.00	375.21	0.29	371.07	0.27
Total Cost of Revenues	<u>2,822.68</u>	<u>14.52</u>	<u>12,278.29</u>	<u>42.89</u>	<u>9,390.60</u>	<u>7.25</u>	<u>22,937.64</u>	<u>16.43</u>
Gross Profit	<u>16,612.31</u>	<u>85.48</u>	<u>16,348.62</u>	<u>57.11</u>	<u>120,072.13</u>	<u>92.75</u>	<u>116,630.37</u>	<u>83.57</u>
General & Administrative Exp.								
Advertising	0.00	0.00	42.00	0.15	110.72	0.09	804.30	0.58
Dues/Subscriptions	0.00	0.00	46.80	0.16	0.00	0.00	46.80	0.03
Insurance - Medical	515.87	2.65	442.80	1.55	2,576.25	1.99	2,332.82	1.67
Janitorial	0.00	0.00	650.00	2.27	650.00	0.50	1,300.00	0.93
Office Expense	14.40	0.07	0.00	0.00	128.76	0.10	290.16	0.21
Outside Services	0.00	0.00	0.00	0.00	0.00	0.00	889.52	0.64
Payroll Taxes	190.79	0.98	672.58	2.35	1,070.71	0.83	2,039.34	1.46
Postage	0.00	0.00	0.00	0.00	180.00	0.14	176.00	0.13
Repairs/Maintenance	95.75	0.49	10.39	0.04	95.75	0.07	10.39	0.01
Salaries - Manager	3,833.34	19.72	5,753.52	20.10	11,500.02	8.88	17,267.61	12.37
Salaries - Other	183.50	0.94	78.75	0.28	349.69	0.27	420.00	0.30
Supplies	0.00	0.00	232.80	0.81	0.00	0.00	232.80	0.17
Telephone	331.70	1.71	320.57	1.12	996.28	0.77	1,518.72	1.09
Meals/Entertainment	134.29	0.69	183.80	0.64	298.76	0.23	183.80	0.13
Utilities	0.00	0.00	155.20	0.54	165.84	0.13	380.35	0.27
Legal & Accounting	820.00	4.22	811.00	2.83	3,245.00	2.51	3,560.00	2.55
Total G & A Expenses	<u>6,119.64</u>	<u>31.49</u>	<u>9,400.21</u>	<u>32.84</u>	<u>21,367.78</u>	<u>16.50</u>	<u>31,452.61</u>	<u>22.54</u>
Revenues from Operations	<u>10,492.67</u>	<u>53.99</u>	<u>6,948.41</u>	<u>24.27</u>	<u>98,704.35</u>	<u>76.24</u>	<u>85,177.76</u>	<u>61.03</u>

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 3 Months Ended March 31, 2014 and 2013

	<u>1 Month Ended</u> <u>March 31, 2014</u>	%	<u>1 Month Ended</u> <u>March 31, 2013</u>	%	<u>3 Months Ended</u> <u>March 31, 2014</u>	%	<u>3 Months Ended</u> <u>March 31, 2013</u>	%
Other Revenue (Expenses)								
Interest Income	148.24	0.76	160.49	0.56	399.49	0.31	437.26	0.31
Total Other Revenue (Exp.)	<u>148.24</u>	<u>0.76</u>	<u>160.49</u>	<u>0.56</u>	<u>399.49</u>	<u>0.31</u>	<u>437.26</u>	<u>0.31</u>
Net Earnings	<u>\$ 10,640.91</u>	<u>54.75</u>	<u>\$ 7,108.90</u>	<u>24.83</u>	<u>\$ 99,103.84</u>	<u>76.55</u>	<u>\$ 85,615.02</u>	<u>61.34</u>

See accountants' compilation report.

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	1020	Cash - Centennial Bank	570,048.99		
03/31/14	1	Cash Disbursements		(5,290.30)	
03/31/14	10	deposits/payroll taxes		6,440.97	
03/31/14	10	deposits/payroll taxes		4,000.00	
03/31/14	10	deposits/payroll taxes		858.78	
03/31/14	10	deposits/payroll taxes		1,600.00	
03/31/14	10	deposits/payroll taxes		500.00	
03/31/14	10	deposits/payroll taxes		500.00	
03/31/14	10	deposits/payroll taxes		2,035.00	
03/31/14	10	deposits/payroll taxes		2,500.24	
03/31/14	10	deposits/payroll taxes		148.05	
03/31/14	10	deposits/payroll taxes		1,000.00	
03/31/14	10	deposits/payroll taxes		(896.58)	
03/18/14	P89.2	Payroll Journal Entry		(2,887.86)	
				<u>10,508.30</u>	<u>580,557.29</u>
	1034	Cash-Centennial Bank-Project Acct	2,277.51		
03/31/14	10	deposits/payroll taxes		0.19	
				<u>0.19</u>	<u>2,277.70</u>
	2530	Rice Growers Stock	928.25		
				<u>0.00</u>	<u>928.25</u>
	3040	Fica Taxes Payable	(550.58)		
03/31/14	10	deposits/payroll taxes		550.58	
03/18/14	P89.2	Payroll Journal Entry		(578.66)	
				<u>(28.08)</u>	<u>(578.66)</u>
	3050	FWH Taxes Payable	(346.00)		
03/31/14	10	deposits/payroll taxes		346.00	
03/18/14	P89.2	Payroll Journal Entry		(346.00)	
				<u>0.00</u>	<u>(346.00)</u>
	3060	SWH Taxes Payable	(200.00)		
03/10/14	9761 V	Dept. of Finance & Administration 12254830-WHW		200.00	
03/18/14	P89.2	Payroll Journal Entry		(200.13)	
				<u>(0.13)</u>	<u>(200.13)</u>
	3080	State Unemployment Payable	(316.67)		
03/31/14	5	Adjust PR Taxes-Suta rate change		323.26	
03/18/14	P89.2	Payroll Journal Entry		(162.63)	
				<u>160.63</u>	<u>(156.04)</u>
	5030	Beg Retained Earnings	(483,378.57)		
				<u>0.00</u>	<u>(483,378.57)</u>
	6001	Grant Revenue-City of Jonesboro	(70,000.00)		
				<u>0.00</u>	<u>(70,000.00)</u>
	6009	T-Hanger Lease #2/#3	(4,000.00)		
03/31/14	10	deposits/payroll taxes		(2,000.00)	

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	6009	T-Hanger Lease #2/#3 (cont.)		<u>(2,000.00)</u>	<u>(6,000.00)</u>
03/31/14	6010	Hanger Revenue - FBO	(12,881.94)		
	10	deposits/payroll taxes		<u>(6,440.97)</u>	<u>(19,322.91)</u>
				<u>(6,440.97)</u>	<u>(19,322.91)</u>
03/31/14	6011	Revenue-Sharp Aviation	(4,070.00)		
	10	deposits/payroll taxes		<u>(2,035.00)</u>	<u>(6,105.00)</u>
				<u>(2,035.00)</u>	<u>(6,105.00)</u>
03/31/14	6012	Revenue-Gate Card Fees	(2,000.00)		
	10	deposits/payroll taxes		<u>(500.00)</u>	<u>(2,500.00)</u>
				<u>(500.00)</u>	<u>(2,500.00)</u>
03/31/14	6014	T Hanger Leases	(4,000.00)		
	10	deposits/payroll taxes		<u>(2,000.00)</u>	<u>(6,000.00)</u>
				<u>(2,000.00)</u>	<u>(6,000.00)</u>
03/31/14	6015	Fuel Flowage	(4,958.24)		
	10	deposits/payroll taxes		<u>(2,500.24)</u>	<u>(7,458.48)</u>
				<u>(2,500.24)</u>	<u>(7,458.48)</u>
03/31/14	6016	HANGER-FOWLER FOODS	(1,717.56)		
	10	deposits/payroll taxes		<u>(858.78)</u>	<u>(2,576.34)</u>
				<u>(858.78)</u>	<u>(2,576.34)</u>
	6017	HANGER-LANDRY	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
03/31/14	6018	HANGER-SANDERS	(3,200.00)		
	10	deposits/payroll taxes		<u>(1,600.00)</u>	<u>(4,800.00)</u>
				<u>(1,600.00)</u>	<u>(4,800.00)</u>
03/31/14	6019	HANGER-AIR SOUTH	(1,000.00)		
	10	deposits/payroll taxes		<u>(500.00)</u>	<u>(1,500.00)</u>
				<u>(500.00)</u>	<u>(1,500.00)</u>
	6020	Auto Rental Agency & Land Lease	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
	6021	HANGER-HYTROL	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
03/31/14	6030	Terminal Building Leases-AIR CHOICE	(1,100.00)		
	10	deposits/payroll taxes		<u>(1,000.00)</u>	<u>(2,100.00)</u>
				<u>(1,000.00)</u>	<u>(2,100.00)</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	6060	Other Income	(200.00)	<u>0.00</u>	<u>(200.00)</u>
	7010	Grounds	60.28		
03/18/14	9769 V	Lowes Business Accounts		54.82	
03/18/14	9771 V	PAYPAL SMART CONNECT		71.06	
03/18/14	9773 V	Ray-Ad Specialties		342.26	
				<u>468.14</u>	<u>528.42</u>
	7030	Hanger Expense-FBO	1,081.61	<u>0.00</u>	<u>1,081.61</u>
	7040	Terminal Building Expense-	4,193.50		
03/18/14	9768 V	Greg Moore		650.00	
03/18/14	9772 V	Pope Lawn Care		1,538.70	
03/18/14	9775 V	Suddenlink		90.89	
				<u>2,279.59</u>	<u>6,473.09</u>
	7041	Terminal Building Expense	375.21	<u>0.00</u>	<u>375.21</u>
	7051	Fire Rescue Building Expense	482.11		
03/18/14	9774 V	Suddenlink		74.95	
				<u>74.95</u>	<u>557.06</u>
	7052	Sharp Aviation Expense	375.21	<u>0.00</u>	<u>375.21</u>
	8010	Advertising	110.72	<u>0.00</u>	<u>110.72</u>
	8110	Insurance - Medical	2,060.38		
03/03/14	9759 V	Arkansas Blue Cross Blue Shield		809.39	
03/18/14	P89.2	Payroll Journal Entry		(293.52)	
				<u>515.87</u>	<u>2,576.25</u>
	8130	Janitorial	650.00	<u>0.00</u>	<u>650.00</u>
	8140	Office Expense	114.36		
03/18/14	9766 V	FEDEX OFFICE		14.40	
				<u>14.40</u>	<u>128.76</u>
	8160	Payroll Taxes	879.92		
03/31/14	5	Adjust PR Taxes-Suta rate change		(323.26)	
03/17/14	9776 V	Department of Workforce Services -Vol Pymt		62.09	
03/18/14	P89.2	Payroll Journal Entry		451.96	
				<u>190.79</u>	<u>1,070.71</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	8170 Postage		180.00	<u>0.00</u>	<u>180.00</u>
	8190 Repairs/Maintenance		0.00		
03/18/14	9765 V	Cardinal Supplies of Arkansas, Inc.		<u>95.75</u>	
				<u>95.75</u>	<u>95.75</u>
	8200 Salaries - Manager		7,666.68		
03/18/14	P89.2	Payroll Journal Entry		<u>3,833.34</u>	
				<u>3,833.34</u>	<u>11,500.02</u>
	8210 Salaries - Other		166.19		
03/18/14	P89.2	Payroll Journal Entry		<u>183.50</u>	
				<u>183.50</u>	<u>349.69</u>
	8240 Telephone		664.58		
03/18/14	9762 V	AT & T		195.97	
03/18/14	9763 V	AT&T MOBILITY		<u>135.73</u>	
				<u>331.70</u>	<u>996.28</u>
	8250 Meals/Entertainment		164.47		
03/17/14	9777 V	Honey Baked Ham		<u>134.29</u>	
				<u>134.29</u>	<u>298.76</u>
	8260 Utilities		165.84		
				<u>0.00</u>	<u>165.84</u>
	8280 Legal & Accounting		2,425.00		
03/18/14	9764 V	Cahoon & Smith Law Office		670.00	
03/18/14	9770 V	Orr, Lamb & Fegtly		<u>150.00</u>	
				<u>820.00</u>	<u>3,245.00</u>
	9010 Interest Income		(251.25)		
03/31/14	10	deposits/payroll taxes		<u>(148.24)</u>	
				<u>(148.24)</u>	<u>(399.49)</u>
Current Profit/(Loss)			<u>10,640.91</u>	YTD Profit/(Loss)	
Number of Transactions			54	<u>99,103.84</u>	
The General Ledger is in balance					<u>0.00</u>

**Jonesboro Airport Commission
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
03/31/14	1		1020	Cash Disbursements	(5,290.30)	(5,290.30)
03/31/14	5		3080	Adjust PR Taxes-Suta rate change	323.26	
03/31/14	5		8160	Adjust PR Taxes-Suta rate change	(323.26)	
03/31/14	10		1020	deposits/payroll taxes	6,440.97	
03/31/14	10		1020	deposits/payroll taxes	4,000.00	
03/31/14	10		1020	deposits/payroll taxes	858.78	
03/31/14	10		1020	deposits/payroll taxes	1,600.00	
03/31/14	10		1020	deposits/payroll taxes	500.00	
03/31/14	10		1020	deposits/payroll taxes	500.00	
03/31/14	10		1020	deposits/payroll taxes	2,035.00	
03/31/14	10		1020	deposits/payroll taxes	2,500.24	
03/31/14	10		1020	deposits/payroll taxes	148.05	
03/31/14	10		1020	deposits/payroll taxes	1,000.00	
03/31/14	10		1020	deposits/payroll taxes	(896.58)	
03/31/14	10		1034	deposits/payroll taxes	0.19	
03/31/14	10		3040	deposits/payroll taxes	550.58	
03/31/14	10		3050	deposits/payroll taxes	346.00	
03/31/14	10		6009	deposits/payroll taxes	(2,000.00)	
03/31/14	10		6010	deposits/payroll taxes	(6,440.97)	
03/31/14	10		6011	deposits/payroll taxes	(2,035.00)	
03/31/14	10		6012	deposits/payroll taxes	(500.00)	
03/31/14	10		6014	deposits/payroll taxes	(2,000.00)	
03/31/14	10		6015	deposits/payroll taxes	(2,500.24)	
03/31/14	10		6016	deposits/payroll taxes	(858.78)	
03/31/14	10		6018	deposits/payroll taxes	(1,600.00)	
03/31/14	10		6019	deposits/payroll taxes	(500.00)	
03/31/14	10		6030	deposits/payroll taxes	(1,000.00)	
03/31/14	10		9010	deposits/payroll taxes	(148.24)	
03/03/14	9759	V	8110	Arkansas Blue Cross Blue Shield	809.39	809.39
03/04/14	9760		Payroll	Gibson, Lanny	169.33	
03/10/14	9761	V	3060	Dept. of Finance & Administration 12254830-WHW	200.00	200.00
03/18/14	9762	V	8240	AT & T	195.97	195.97
03/18/14	9763	V	8240	AT&T MOBILITY	135.73	135.73
03/18/14	9764	V	8280	Cahoon & Smith Law Office	670.00	670.00
03/18/14	9765	V	8190	Cardinal Supplies of Arkansas, Inc.	95.75	95.75
03/18/14	9766	V	8140	FEDEX OFFICE	14.40	14.40
03/18/14	9767		Payroll	JACKSON, GEORGE K	2,718.53	
03/18/14	9768	V	7040	Greg Moore	650.00	650.00
03/18/14	9769	V	7010	Lowes Business Accounts	54.82	54.82
03/18/14	9770	V	8280	Orr, Lamb & Fegtly	150.00	150.00
03/18/14	9771	V	7010	PAYPAL SMART CONNECT	71.06	71.06
03/18/14	9772	V	7040	Pope Lawn Care	1,538.70	1,538.70
03/18/14	9773	V	7010	Ray-Ad Specialties	342.26	342.26
03/18/14	9774	V	7051	Suddenlink	74.95	74.95
03/18/14	9775	V	7040	Suddenlink	90.89	90.89
03/17/14	9776	V	8160	Department of Workforce Services -Vol Pymt	62.09	62.09
03/17/14	9777	V	8250	Honey Baked Ham	134.29	134.29
03/18/14	P89.2		1020	Payroll Journal Entry	(2,887.86)	
03/18/14	P89.2		3040	Payroll Journal Entry	(578.66)	
03/18/14	P89.2		3050	Payroll Journal Entry	(346.00)	
03/18/14	P89.2		3060	Payroll Journal Entry	(200.13)	
03/18/14	P89.2		3080	Payroll Journal Entry	(162.63)	
03/18/14	P89.2		8110	Payroll Journal Entry	(293.52)	
03/18/14	P89.2		8160	Payroll Journal Entry	451.96	
03/18/14	P89.2		8200	Payroll Journal Entry	3,833.34	
03/18/14	P89.2		8210	Payroll Journal Entry	183.50	

**Jonesboro Airport Commission
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
					Transaction Balance	<u>0.00</u>
Total Debits	<u>30,562.17</u>		Total Credits	<u>30,562.17</u>	A/C Hash Total	<u>271849.000</u>
Number of Transactions		56				

**Jonesboro Airport Commission
Trial Balance**

Account	T	Account Description	1 Month Ended Mar 31, 2014	3 Months Ended Mar 31, 2014
1020	A	Cash - Centennial Bank	10,508.30	580,557.29
1034	A	Cash-Centennial Bank-Project Acct	0.19	2,277.70
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	(28.08)	(578.66)
3050	L	FWH Taxes Payable	0.00	(346.00)
3060	L	SWH Taxes Payable	(0.13)	(200.13)
3080	L	State Unemployment Payable	160.63	(156.04)
5030	L	Beg Retained Earnings	0.00	(483,378.57)
6001	R	Grant Revenue-City of Jonesboro	0.00	(70,000.00)
6009	R	T-Hanger Lease #2/#3	(2,000.00)	(6,000.00)
6010	R	Hanger Revenue - FBO	(6,440.97)	(19,322.91)
6011	R	Revenue-Sharp Aviation	(2,035.00)	(6,105.00)
6012	R	Revenue-Gate Card Fees	(500.00)	(2,500.00)
6014	R	T Hanger Leases	(2,000.00)	(6,000.00)
6015	R	Fuel Flowage	(2,500.24)	(7,458.48)
6016	R	HANGER-FOWLER FOODS	(858.78)	(2,576.34)
6017	R	HANGER-LANDRY	0.00	(300.00)
6018	R	HANGER-SANDERS	(1,600.00)	(4,800.00)
6019	R	HANGER-AIR SOUTH	(500.00)	(1,500.00)
6020	R	Auto Rental Agency & Land Lease	0.00	(300.00)
6021	R	HANGER-HYTROL	0.00	(300.00)
6030	R	Terminal Building Leases-AIR CHOICE	(1,000.00)	(2,100.00)
6060	R	Other Income	0.00	(200.00)
7010	E	Grounds	468.14	528.42
7030	E	Hanger Expense-FBO	0.00	1,081.61
7040	E	Terminal Building Expense-	2,279.59	6,473.09
7041	E	Terminal Building Expense	0.00	375.21
7051	E	Fire Rescue Building Expense	74.95	557.06
7052	E	Sharp Aviation Expense	0.00	375.21
8010	E	Advertising	0.00	110.72
8110	E	Insurance - Medical	515.87	2,576.25
8130	E	Janitorial	0.00	650.00
8140	E	Office Expense	14.40	128.76
8160	E	Payroll Taxes	190.79	1,070.71
8170	E	Postage	0.00	180.00
8190	E	Repairs/Maintenance	95.75	95.75
8200	E	Salaries - Manager	3,833.34	11,500.02
8210	E	Salaries - Other	183.50	349.69
8240	E	Telephone	331.70	996.28
8250	E	Meals/Entertainment	134.29	298.76
8260	E	Utilities	0.00	165.84
8280	E	Legal & Accounting	820.00	3,245.00
9010	R	Interest Income	(148.24)	(399.49)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>10,640.91</u>	<u>99,103.84</u>

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
15 - Lanny Gibson Check #9760 03/04/14						
Gross Pay #5	0.0000	183.50	FICA-SS W/H	11.38		
			FICA-Med W/H	2.66		
			Federal W/H	0.00		
			State W/H	0.13		
TOTALS	<u>0.0000</u>	<u>183.50</u>		<u>14.17</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	169.33
Company Expenses:		FICA-SS: 11.38	FICA-Med: 2.66	FUTA: 0.00		
		AR SUTA: 7.89				
16 - GEORGE K. JACKSON Check #9767 03/18/14						
Gross Pay #5	0.0000	3,833.34	FICA-SS W/H	223.11	Ins 125	234.72
			FICA-Med W/H	52.18	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.00		
TOTALS	<u>0.0000</u>	<u>3,833.34</u>		<u>821.29</u>		<u>293.52</u>
Number of Periods: 1					NET PAY:	2,718.53
Company Expenses:		FICA-SS: 223.11	FICA-Med: 52.18	FUTA: 0.00		
		AR SUTA: 154.74				

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 2					
Gross Pay #5	0.0000	4,016.84	FICA-SS W/H	234.49	Ins 125	234.72
			FICA-Med W/H	54.84	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.13		
TOTALS	<u>0.0000</u>	<u>4,016.84</u>		<u>835.46</u>		<u>293.52</u>
					NET PAY:	2,887.86

Company Expenses: FICA-SS: 234.49 FICA-Med: 54.84 FUTA: 0.00
AR SUTA: 162.63



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:050 **Version:** 1 **Name:** Airport financial statements for April, 2014
Type: Other Communications **Status:** To Be Introduced
File created: 5/13/2014 **In control:** City Council
On agenda: **Final action:**
Title: Airport financial statements for April, 2014
Sponsors:
Indexes: Airport financial statements
Code sections:
Attachments: [Financial statement](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Airport financial statements for April, 2014

**Jonesboro Airport Commission
Financial Statements
For the Four Months Ended April 30, 2014 and 2013**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

Accountant's Compilation Report

Jonesboro Airport Commission
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of April 30, 2014, and the related statement of revenues and expenses-modified cash basis for the one month and 4 Months ended April 30, 2014 and 2013. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the modified cash basis of accounting.

Management is responsible for the preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are not material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

May 6, 2014

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
April 30, 2014**

ASSETS

CURRENT ASSETS

Cash - Centennial Bank	\$ 566,942.10	
Cash-Centennial Bank-Project Acct	<u>2,277.89</u>	
Total Current Assets		\$ 569,219.99

PROPERTY AND EQUIPMENT

OTHER ASSETS

Rice Growers Stock	\$ <u>928.25</u>	
Total Other Assets		<u>928.25</u>
TOTAL ASSETS		<u><u>\$ 570,148.24</u></u>

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
April 30, 2014**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$ 644.21
FWH Taxes Payable	423.76
SWH Taxes Payable	221.81
State Unemployment Payable	<u>25.43</u>

Total Current Liabilities \$ 1,315.21

EQUITY

Beg Retained Earnings	\$ 483,378.57
YTD Net Income(Loss)	<u>85,454.46</u>

Total Equity 568,833.03

TOTAL LIABILITIES & EQUITY \$ 570,148.24

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 4 Months Ended April 30, 2014 and 2013

	1 Month Ended <u>April 30, 2014</u>		1 Month Ended <u>April 30, 2013</u>		4 Months Ended <u>April 30, 2014</u>		4 Months Ended <u>April 30, 2013</u>	
		%		%		%		%
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,000.00	44.77	\$ 70,000.00	43.47
Grant Revenue-Federal & State	0.00	0.00	0.00	0.00	0.00	0.00	12,594.00	7.82
T-Hanger Lease #2/#3	0.00	0.00	2,000.00	9.31	6,000.00	3.84	8,000.00	4.97
Hanger Revenue - FBO	15,745.00	58.54	6,440.97	30.00	35,067.91	22.43	25,763.88	16.00
Revenue-Sharp Aviation	2,035.00	7.57	2,035.00	9.48	8,140.00	5.21	8,140.00	5.05
Revenue-Gate Card Fees	900.00	3.35	1,850.00	8.62	3,400.00	2.17	5,000.00	3.10
T Hanger Leases	0.00	0.00	2,000.00	9.31	6,000.00	3.84	8,000.00	4.97
Fuel Flowage	3,158.48	11.74	2,486.88	11.58	10,616.96	6.79	7,206.64	4.48
HANGER-FOWLER FOODS	858.78	3.19	858.78	4.00	3,435.12	2.20	3,435.12	2.13
HANGER-LANDRY	0.00	0.00	0.00	0.00	300.00	0.19	300.00	0.19
HANGER-SANDERS	1,600.00	5.95	1,600.00	7.45	6,400.00	4.09	6,400.00	3.97
HANGER-AIR SOUTH	500.00	1.86	500.00	2.33	2,000.00	1.28	2,000.00	1.24
Auto Rental Agency & Land Lease	0.00	0.00	0.00	0.00	300.00	0.19	300.00	0.19
HANGER-HYTROL	0.00	0.00	0.00	0.00	300.00	0.19	0.00	0.00
Terminal Building Leases-AIR CH	1,100.00	4.09	1,100.00	5.12	3,200.00	2.05	3,300.00	2.05
Other Income	1,000.00	3.72	600.00	2.79	1,200.00	0.77	600.00	0.37
Total Revenues	<u>26,897.26</u>	<u>100.00</u>	<u>21,471.63</u>	<u>100.00</u>	<u>156,359.99</u>	<u>100.0</u>	<u>161,039.64</u>	<u>100.0</u>
Cost of Revenues								
Grant Project Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	10,067.00	6.25
Grounds	2,133.67	7.93	1,572.67	7.32	2,662.09	1.70	8,107.46	5.03
Hanger Expense-FBO	170.86	0.64	1,094.92	5.10	1,252.47	0.80	2,789.46	1.73
Terminal Building Expense-	764.79	2.84	0.00	0.00	7,237.88	4.63	2,252.39	1.40
Terminal Building Expense	0.00	0.00	0.00	0.00	375.21	0.24	371.07	0.23
Fire Rescue Building Expense	74.95	0.28	0.00	0.00	632.01	0.40	1,646.78	1.02
Sharp Aviation Expense	0.00	0.00	0.00	0.00	375.21	0.24	371.07	0.23
Total Cost of Revenues	<u>3,144.27</u>	<u>11.69</u>	<u>2,667.59</u>	<u>12.42</u>	<u>12,534.87</u>	<u>8.02</u>	<u>25,605.23</u>	<u>15.90</u>
Gross Profit	<u>23,752.99</u>	<u>88.31</u>	<u>18,804.04</u>	<u>87.58</u>	<u>143,825.12</u>	<u>91.98</u>	<u>135,434.41</u>	<u>84.10</u>
General & Administrative Exp.								
Advertising	0.00	0.00	224.00	1.04	110.72	0.07	1,028.30	0.64
Dues/Subscriptions	0.00	0.00	55.00	0.26	0.00	0.00	101.80	0.06
Insurance	30,299.68	112.65	28,510.80	132.78	30,299.68	19.38	28,510.80	17.70
Insurance - Medical	515.87	1.92	442.80	2.06	3,092.12	1.98	2,775.62	1.72
Janitorial	0.00	0.00	650.00	3.03	650.00	0.42	1,950.00	1.21
Office Expense	0.00	0.00	86.69	0.40	128.76	0.08	376.85	0.23
Outside Services	0.00	0.00	0.00	0.00	0.00	0.00	889.52	0.55
Payroll Taxes	347.54	1.29	458.36	2.13	1,418.25	0.91	2,497.70	1.55
Postage	0.00	0.00	0.00	0.00	180.00	0.12	176.00	0.11
Repairs/Maintenance	0.00	0.00	0.00	0.00	95.75	0.06	10.39	0.01
Salaries - Manager	3,833.34	14.25	3,833.33	17.85	15,333.36	9.81	21,100.94	13.10
Salaries - Other	612.00	2.28	206.25	0.96	961.69	0.62	626.25	0.39
Supplies	49.43	0.18	0.00	0.00	49.43	0.03	232.80	0.14
Telephone	332.33	1.24	319.47	1.49	1,328.61	0.85	1,838.19	1.14
Meals/Entertainment	125.89	0.47	83.55	0.39	424.65	0.27	267.35	0.17
Utilities	0.00	0.00	160.20	0.75	165.84	0.11	540.55	0.34
Legal & Accounting	1,427.00	5.31	3,885.00	18.09	4,672.00	2.99	7,445.00	4.62
Total G & A Expenses	<u>37,543.08</u>	<u>139.58</u>	<u>38,915.45</u>	<u>181.24</u>	<u>58,910.86</u>	<u>37.68</u>	<u>70,368.06</u>	<u>43.70</u>

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 4 Months Ended April 30, 2014 and 2013

	<u>1 Month Ended</u> <u>April 30, 2014</u>	<u>%</u>	<u>1 Month Ended</u> <u>April 30, 2013</u>	<u>%</u>	<u>4 Months Ended</u> <u>April 30, 2014</u>	<u>%</u>	<u>4 Months Ended</u> <u>April 30, 2013</u>	<u>%</u>
Revenues from Operations	(13,790.09)	(51.27)	(20,111.41)	(93.67)	84,914.26	54.31	65,066.35	40.40
Other Revenue (Expenses)								
Interest Income	140.71	0.52	150.05	0.70	540.20	0.35	587.31	0.36
Total Other Revenue (Exp.)	140.71	0.52	150.05	0.70	540.20	0.35	587.31	0.36
Net Earnings	<u>\$ (13,649.38)</u>	<u>(50.75)</u>	<u>\$ (19,961.36)</u>	<u>(92.97)</u>	<u>\$ 85,454.46</u>	<u>54.65</u>	<u>\$ 65,653.66</u>	<u>40.77</u>

See accountants' compilation report.

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	1020	Cash - Centennial Bank	580,557.29		
04/30/14	1	Cash Disbursements		(36,544.16)	
04/30/14	2	see adjusting enteries		15,745.00	
04/30/14	2	see adjusting enteries		858.78	
04/30/14	2	see adjusting enteries		1,600.00	
04/30/14	2	see adjusting enteries		500.00	
04/30/14	2	see adjusting enteries		1,900.00	
04/30/14	2	see adjusting enteries		2,035.00	
04/30/14	2	see adjusting enteries		3,158.48	
04/30/14	2	see adjusting enteries		140.52	
04/30/14	2	see adjusting enteries		1,100.00	
04/30/14	2	see adjusting enteries		(924.66)	
04/01/14	9784 V	Voided Check		0.00	
04/09/14	P89	Payroll Journal Entry		(3,184.15)	
				<u>(13,615.19)</u>	<u>566,942.10</u>
	1034	Cash-Centennial Bank-Project Acct	2,277.70		
04/30/14	2	see adjusting enteries		0.19	
				<u>0.19</u>	<u>2,277.89</u>
	2530	Rice Growers Stock	928.25		
				<u>0.00</u>	<u>928.25</u>
	3040	Fica Taxes Payable	(578.66)		
04/30/14	2	see adjusting enteries		578.66	
04/09/14	P89	Payroll Journal Entry		(644.21)	
				<u>(65.55)</u>	<u>(644.21)</u>
	3050	FWH Taxes Payable	(346.00)		
04/30/14	2	see adjusting enteries		346.00	
04/09/14	P89	Payroll Journal Entry		(423.76)	
				<u>(77.76)</u>	<u>(423.76)</u>
	3060	SWH Taxes Payable	(200.13)		
04/09/14	9786 V	Dept. of Finance & Administration		200.13	
04/09/14	P89	Payroll Journal Entry		(221.81)	
				<u>(21.68)</u>	<u>(221.81)</u>
	3080	State Unemployment Payable	(156.04)		
04/09/14	9787 V	Department of Workforce Services		156.04	
04/09/14	P89	Payroll Journal Entry		(25.43)	
				<u>130.61</u>	<u>(25.43)</u>
	5030	Beg Retained Earnings	(483,378.57)		
				<u>0.00</u>	<u>(483,378.57)</u>
	6001	Grant Revenue-City of Jonesboro	(70,000.00)		
				<u>0.00</u>	<u>(70,000.00)</u>
	6009	T-Hanger Lease #2/#3	(6,000.00)		
				<u>0.00</u>	<u>(6,000.00)</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		6010 Hanger Revenue - FBO	(19,322.91)		
04/30/14	2	see adjusting enteries		(15,745.00)	
				<u>(15,745.00)</u>	<u>(35,067.91)</u>
		6011 Revenue-Sharp Aviation	(6,105.00)		
04/30/14	2	see adjusting enteries		(2,035.00)	
				<u>(2,035.00)</u>	<u>(8,140.00)</u>
		6012 Revuenue-Gate Card Fees	(2,500.00)		
04/30/14	2	see adjusting enteries		(900.00)	
				<u>(900.00)</u>	<u>(3,400.00)</u>
		6014 T Hanger Leases	(6,000.00)		
				<u>0.00</u>	<u>(6,000.00)</u>
		6015 Fuel Flowage	(7,458.48)		
04/30/14	2	see adjusting enteries		(3,158.48)	
				<u>(3,158.48)</u>	<u>(10,616.96)</u>
		6016 HANGER-FOWLER FOODS	(2,576.34)		
04/30/14	2	see adjusting enteries		(858.78)	
				<u>(858.78)</u>	<u>(3,435.12)</u>
		6017 HANGER-LANDRY	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
		6018 HANGER-SANDERS	(4,800.00)		
04/30/14	2	see adjusting enteries		(1,600.00)	
				<u>(1,600.00)</u>	<u>(6,400.00)</u>
		6019 HANGER-AIR SOUTH	(1,500.00)		
04/30/14	2	see adjusting enteries		(500.00)	
				<u>(500.00)</u>	<u>(2,000.00)</u>
		6020 Auto Rental Agency & Land Lease	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
		6021 HANGER-HYTROL	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
		6030 Terminal Building Leases-AIR CHOICE	(2,100.00)		
04/30/14	2	see adjusting enteries		(1,100.00)	
				<u>(1,100.00)</u>	<u>(3,200.00)</u>
		6060 Other Income	(200.00)		
04/30/14	2	see adjusting enteries		(1,000.00)	
				<u>(1,000.00)</u>	<u>(1,200.00)</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		7010 Grounds	528.42		
04/15/14	9791 V	Ditta Enterprises, Inc.		200.00	
04/15/14	9796 V	Lowes Business Accounts		84.94	
04/15/14	9799 V	Pope Lawn Care 20833		1,538.70	
04/15/14	9800 V	Quality Farm Supply		310.03	
				<u>2,133.67</u>	<u>2,662.09</u>
		7030 Hanger Expense-FBO	1,081.61		
04/15/14	9791 V	Ditta Enterprises, Inc.		147.15	
04/15/14	9803 V	TEC Electric 1187544-00		23.71	
				<u>170.86</u>	<u>1,252.47</u>
		7040 Terminal Building Expense-	6,473.09		
04/15/14	9794 V	Greg Moore		650.00	
04/15/14	9797 V	MID SOUTH PLUMBING P84329		23.89	
04/15/14	9801 V	Suddenlink		90.90	
				<u>764.79</u>	<u>7,237.88</u>
		7041 Terminal Building Expense	375.21		
				<u>0.00</u>	<u>375.21</u>
		7051 Fire Rescue Building Expense	557.06		
04/15/14	9802 V	Suddenlink		74.95	
				<u>74.95</u>	<u>632.01</u>
		7052 Sharp Aviation Expense	375.21		
				<u>0.00</u>	<u>375.21</u>
		8010 Advertising	110.72		
				<u>0.00</u>	<u>110.72</u>
		8100 Insurance	0.00		
04/01/14	9780 V	Hollis & Burns Insurance 12780		260.00	
04/01/14	9781 V	Hollis & Burns Insurance 12795		2,591.68	
04/01/14	9782 V	Hollis & Burns Insurance 12782		23,861.00	
04/01/14	9783 V	Hollis & Burns Insurance 12788		3,587.00	
				<u>30,299.68</u>	<u>30,299.68</u>
		8110 Insurance - Medical	2,576.25		
04/01/14	9778 V	Arkansas Blue Cross Blue Shield		809.39	
04/09/14	P89	Payroll Journal Entry		(293.52)	
				<u>515.87</u>	<u>3,092.12</u>
		8130 Janitorial	650.00		
				<u>0.00</u>	<u>650.00</u>
		8140 Office Expense	128.76		
				<u>0.00</u>	<u>128.76</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	8160 Payroll Taxes		1,070.71		
04/09/14	P89	Payroll Journal Entry		347.54	
				<u>347.54</u>	<u>1,418.25</u>
	8170 Postage		180.00		
				<u>0.00</u>	<u>180.00</u>
	8190 Repairs/Maintenance		95.75		
				<u>0.00</u>	<u>95.75</u>
	8200 Salaries - Manager		11,500.02		
04/09/14	P89	Payroll Journal Entry		3,833.34	
				<u>3,833.34</u>	<u>15,333.36</u>
	8210 Salaries - Other		349.69		
04/09/14	P89	Payroll Journal Entry		612.00	
				<u>612.00</u>	<u>961.69</u>
	8220 Supplies		0.00		
04/15/14	9792 V	FEDEX OFFICE		49.43	
				<u>49.43</u>	<u>49.43</u>
	8240 Telephone		996.28		
04/15/14	9788 V	AT & T		196.60	
04/15/14	9789 V	AT&T MOBILITY		135.73	
				<u>332.33</u>	<u>1,328.61</u>
	8250 Meals/Entertainment		298.76		
04/15/14	9795 V	Honey Baked Ham		125.89	
				<u>125.89</u>	<u>424.65</u>
	8260 Utilities		165.84		
				<u>0.00</u>	<u>165.84</u>
	8280 Legal & Accounting		3,245.00		
04/15/14	9790 V	Cahoon & Smith Law Office 9813		1,202.00	
04/15/14	9798 V	Orr, Lamb & Fegtly 4528		225.00	
				<u>1,427.00</u>	<u>4,672.00</u>
	9010 Interest Income		(399.49)		
04/30/14	2	see adjusting enteries		(140.71)	
				<u>(140.71)</u>	<u>(540.20)</u>
Current Profit/(Loss)	<u>(13,649.38)</u>	YTD Profit/(Loss)	<u>85,454.46</u>		
Number of Transactions	57				
			The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
04/30/14	1		1020	Cash Disbursements	(36,544.16)	(36,544.16)
04/30/14	2		1020	see adjusting enteries	15,745.00	
04/30/14	2		1020	see adjusting enteries	858.78	
04/30/14	2		1020	see adjusting enteries	1,600.00	
04/30/14	2		1020	see adjusting enteries	500.00	
04/30/14	2		1020	see adjusting enteries	1,900.00	
04/30/14	2		1020	see adjusting enteries	2,035.00	
04/30/14	2		1020	see adjusting enteries	3,158.48	
04/30/14	2		1020	see adjusting enteries	140.52	
04/30/14	2		1020	see adjusting enteries	1,100.00	
04/30/14	2		1020	see adjusting enteries	(924.66)	
04/30/14	2		1034	see adjusting enteries	0.19	
04/30/14	2		3040	see adjusting enteries	578.66	
04/30/14	2		3050	see adjusting enteries	346.00	
04/30/14	2		6010	see adjusting enteries	(15,745.00)	
04/30/14	2		6011	see adjusting enteries	(2,035.00)	
04/30/14	2		6012	see adjusting enteries	(900.00)	
04/30/14	2		6015	see adjusting enteries	(3,158.48)	
04/30/14	2		6016	see adjusting enteries	(858.78)	
04/30/14	2		6018	see adjusting enteries	(1,600.00)	
04/30/14	2		6019	see adjusting enteries	(500.00)	
04/30/14	2		6030	see adjusting enteries	(1,100.00)	
04/30/14	2		6060	see adjusting enteries	(1,000.00)	
04/30/14	2		9010	see adjusting enteries	(140.71)	
04/01/14	9778	V	8110	Arkansas Blue Cross Blue Shield	809.39	809.39
04/09/14	9779		Payroll	McDonald, Ellis	299.60	
04/01/14	9780	V	8100	Hollis & Burns Insurance 12780	260.00	260.00
04/01/14	9781	V	8100	Hollis & Burns Insurance 12795	2,591.68	2,591.68
04/01/14	9782	V	8100	Hollis & Burns Insurance 12782	23,861.00	23,861.00
04/01/14	9783	V	8100	Hollis & Burns Insurance 12788	3,587.00	3,587.00
04/01/14	9784	V	1020	Voided Check	0.00	
04/09/14	9785		Payroll	Gibson, Lanny	166.02	
04/09/14	9786	V	3060	Dept. of Finance & Administration	200.13	200.13
04/09/14	9787	V	3080	Department of Workforce Services	156.04	156.04
04/15/14	9788	V	8240	AT & T	196.60	196.60
04/15/14	9789	V	8240	AT&T MOBILITY	135.73	135.73
04/15/14	9790	V	8280	Cahoon & Smith Law Office 9813	1,202.00	1,202.00
04/15/14	9791	V	7010	Ditta Enterprises, Inc.	200.00	
04/15/14	9791	V	7030	Ditta Enterprises, Inc.	147.15	347.15
04/15/14	9792	V	8220	FEDEX OFFICE	49.43	49.43
04/09/14	9793		Payroll	JACKSON, GEORGE K	2,718.53	
04/15/14	9794	V	7040	Greg Moore	650.00	650.00
04/15/14	9795	V	8250	Honey Baked Ham	125.89	125.89
04/15/14	9796	V	7010	Lowes Business Accounts	84.94	84.94
04/15/14	9797	V	7040	MID SOUTH PLUMBING P84329	23.89	23.89
04/15/14	9798	V	8280	Orr, Lamb & Fegtly 4528	225.00	225.00
04/15/14	9799	V	7010	Pope Lawn Care 20833	1,538.70	1,538.70
04/15/14	9800	V	7010	Quality Farm Supply	310.03	310.03
04/15/14	9801	V	7040	Suddenlink	90.90	90.90
04/15/14	9802	V	7051	Suddenlink	74.95	74.95
04/15/14	9803	V	7030	TEC Electric 1187544-00	23.71	23.71
04/09/14	P89		1020	Payroll Journal Entry	(3,184.15)	
04/09/14	P89		3040	Payroll Journal Entry	(644.21)	
04/09/14	P89		3050	Payroll Journal Entry	(423.76)	
04/09/14	P89		3060	Payroll Journal Entry	(221.81)	
04/09/14	P89		3080	Payroll Journal Entry	(25.43)	
04/09/14	P89		8110	Payroll Journal Entry	(293.52)	
04/09/14	P89		8160	Payroll Journal Entry	347.54	
04/09/14	P89		8200	Payroll Journal Entry	3,833.34	
04/09/14	P89		8210	Payroll Journal Entry	612.00	

**Jonesboro Airport Commission
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
					Transaction Balance	<u>0.00</u>
Total Debits	<u>69,299.67</u>		Total Credits	<u>69,299.67</u>	A/C Hash Total	<u>294926.000</u>
Number of Transactions		60				

**Jonesboro Airport Commission
Trial Balance**

Account	T	Account Description	1 Month Ended Apr 30, 2014	4 Months Ended Apr 30, 2014
1020	A	Cash - Centennial Bank	(13,615.19)	566,942.10
1034	A	Cash-Centennial Bank-Project Acct	0.19	2,277.89
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	(65.55)	(644.21)
3050	L	FWH Taxes Payable	(77.76)	(423.76)
3060	L	SWH Taxes Payable	(21.68)	(221.81)
3080	L	State Unemployment Payable	130.61	(25.43)
5030	L	Beg Retained Earnings	0.00	(483,378.57)
6001	R	Grant Revenue-City of Jonesboro	0.00	(70,000.00)
6009	R	T-Hanger Lease #2/#3	0.00	(6,000.00)
6010	R	Hanger Revenue - FBO	(15,745.00)	(35,067.91)
6011	R	Revenue-Sharp Aviation	(2,035.00)	(8,140.00)
6012	R	Revenue-Gate Card Fees	(900.00)	(3,400.00)
6014	R	T Hanger Leases	0.00	(6,000.00)
6015	R	Fuel Flowage	(3,158.48)	(10,616.96)
6016	R	HANGER-FOWLER FOODS	(858.78)	(3,435.12)
6017	R	HANGER-LANDRY	0.00	(300.00)
6018	R	HANGER-SANDERS	(1,600.00)	(6,400.00)
6019	R	HANGER-AIR SOUTH	(500.00)	(2,000.00)
6020	R	Auto Rental Agency & Land Lease	0.00	(300.00)
6021	R	HANGER-HYTROL	0.00	(300.00)
6030	R	Terminal Building Leases-AIR CHOICE	(1,100.00)	(3,200.00)
6060	R	Other Income	(1,000.00)	(1,200.00)
7010	E	Grounds	2,133.67	2,662.09
7030	E	Hanger Expense-FBO	170.86	1,252.47
7040	E	Terminal Building Expense-	764.79	7,237.88
7041	E	Terminal Building Expense	0.00	375.21
7051	E	Fire Rescue Building Expense	74.95	632.01
7052	E	Sharp Aviation Expense	0.00	375.21
8010	E	Advertising	0.00	110.72
8100	E	Insurance	30,299.68	30,299.68
8110	E	Insurance - Medical	515.87	3,092.12
8130	E	Janitorial	0.00	650.00
8140	E	Office Expense	0.00	128.76
8160	E	Payroll Taxes	347.54	1,418.25
8170	E	Postage	0.00	180.00
8190	E	Repairs/Maintenance	0.00	95.75
8200	E	Salaries - Manager	3,833.34	15,333.36
8210	E	Salaries - Other	612.00	961.69
8220	E	Supplies	49.43	49.43
8240	E	Telephone	332.33	1,328.61
8250	E	Meals/Entertainment	125.89	424.65
8260	E	Utilities	0.00	165.84
8280	E	Legal & Accounting	1,427.00	4,672.00
9010	R	Interest Income	(140.71)	(540.20)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>(13,649.38)</u>	<u>85,454.46</u>

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
5 - Ellis McDonald Check #9779 04/09/14						
Gross Pay #5	0.0000	432.00	FICA-SS W/H	26.78		
			FICA-Med W/H	6.26		
			Federal W/H	77.76		
			State W/H	21.60		
TOTALS	<u>0.0000</u>	<u>432.00</u>		<u>132.40</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	299.60
Company Expenses:		FICA-SS: 26.79	FICA-Med: 6.26	FUTA: 0.00		
		AR SUTA: 6.05				
15 - Lanny Gibson Check #9785 04/09/14						
Gross Pay #5	0.0000	180.00	FICA-SS W/H	11.16		
			FICA-Med W/H	2.61		
			Federal W/H	0.00		
			State W/H	0.21		
TOTALS	<u>0.0000</u>	<u>180.00</u>		<u>13.98</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	166.02
Company Expenses:		FICA-SS: 11.16	FICA-Med: 2.61	FUTA: 0.00		
		AR SUTA: 2.52				
16 - GEORGE K. JACKSON Check #9793 04/09/14						
Gross Pay #5	0.0000	3,833.34	FICA-SS W/H	223.11	Ins 125	234.72
			FICA-Med W/H	52.18	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.00		
TOTALS	<u>0.0000</u>	<u>3,833.34</u>		<u>821.29</u>		<u>293.52</u>
Number of Periods: 1					NET PAY:	2,718.53
Company Expenses:		FICA-SS: 223.11	FICA-Med: 52.18	FUTA: 0.00		
		AR SUTA: 16.86				

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 3					
Gross Pay #5	0.0000	4,445.34	FICA-SS W/H	261.05	Ins 125	234.72
			FICA-Med W/H	61.05	Insurance	58.80
			Federal W/H	423.76		
			State W/H	221.81		
TOTALS	<u>0.0000</u>	<u>4,445.34</u>		<u>967.67</u>		<u>293.52</u>
					NET PAY:	3,184.15
Company Expenses:		FICA-SS: 261.06	FICA-Med: 61.05	FUTA: 0.00		
		AR SUTA: 25.43				