



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, September 3, 2013

5:30 PM

Municipal Center

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

*City Council Chambers, Municipal Center*

### PUBLIC HEARING AT 5:20 P.M.

*Regarding the abandonment of a part of Craighead Road at 2515 S. Culberhouse, 700 Southwest Drive and 710 Southwest drive as requested by Kum & Go, L.C., Trophy Wife Holding LLC and First Presbyterrian Church of Jonesboro*

### 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-13:062](#) Proclamation by Mayor Perrin for Cal Ripken Series

**Sponsors:** Mayor's Office

[COM-13:068](#) Proclamation to Gary Hoyt, President of Jonesboro Baseball Boosters, for Cal Ripkin Series

**Sponsors:** Mayor's Office

[COM-13:069](#) St. Bernard's Villa presentation by Brian Rega

**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-13:074](#) Minutes for the City Council meeting on August 20, 2013

**Attachments:** [Minutes](#)

[RES-13:109](#) A RESOLUTION TO PLACE NO PARKING SIGNS IN THE CITY OF JONESBORO

**Sponsors:** Police Department



**Sponsors:** Grants and Community Development

**Attachments:** [HISP 2013 Contract Agreement - land acq.](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:140** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH AQUA CONSTRUCTION INT'L INC., FOR THE PARKER PARK COMMUNITY CENTER - SPLASH PAD PROJECT

**Sponsors:** Grants

**Attachments:** [Contract](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:141** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

**Sponsors:** Grants and Community Development

**Attachments:** [CYM 2013 Contract Agreement - Mentoring](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:142** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HISPANIC SERVICES CENTER, INC. PUBLIC SERVICE PROGRAM CONTRACT

**Sponsors:** Grants and Community Development

**Attachments:** [HISP 2013 Contract Agreement - Bridge Between Two Cultures](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:143** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HABITAT FOR HUMANITY PUBLIC SERVICE PROGRAM CONTRACT

**Sponsors:** Grants and Community Development

**Attachments:** [2012 Habitat PS Contract - Basic Life Skills](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:144** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LIFE SKILLS CENTER PUBLIC SERVICE PROGRAM CONTRACT

**Sponsors:** Grants and Community Development



**Attachments:** [City Youth Min. 2013 Contract Agreement](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:150**

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOUNDATION OF THE ARTS PROGRAM CONTRACT

**Sponsors:** Grants and Community Development

**Attachments:** [FOA 2013 Contract Agreement - public art](#)

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**RES-13:152**

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT TO APPLY FOR THE 2014 OUTDOOR RECREATION 50/50 MATCH GRANT PROGRAM FROM THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM.

**Sponsors:** Grants

**Legislative History**

8/27/13 Finance & Administration Recommended to Council  
Council Committee

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-13:030**

AN ORDINANCE TO AMEND ORDINANCES RELATING TO TAXI CAB SERVICES OPERATING IN THE CITY OF JONESBORO

**Sponsors:** Mayor's Office

**Attachments:** [Taxicab Operator Application](#)  
[Taxicab Operating Condition Checklist](#)  
[Taxicab Drivers Certificate](#)

**Legislative History**

8/20/13 Public Safety Council Recommended to Council  
Committee

**ORD-13:034**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO CONTRACT WITH GRACE COMMUNICATIONS TO INSTALL THE RADIO COMMUNICATIONS TOWER ON STRAWFLOOR ROAD

**Sponsors:** E911

**Attachments:** [Contract.pdf](#)  
[Statement of Work Jonesboro.pdf](#)

*EMERGENCY CLAUSE*

**Legislative History**

8/20/13      Public Safety Council      Recommended to Council  
    Committee

**ORD-13:036**      AN ORDINANCE TO AMEND CHAPTER 10 KNOWN AS THE ANIMALS ORDINANCE PROVIDING FOR CHANGES IN THE ENFORCEMENT AND RULES AND DECLARING AN EMERGENCY TO PROVIDE CLARITY IN THE EXISTING ORDINANCES

**Sponsors:**      Planning, Police Department and Code Enforcement

**EMERGENCY CLAUSE**

**Legislative History**

7/30/13      Public Safety Council      Tabled  
    Committee

8/20/13      Public Safety Council      Recommended to Council  
    Committee

**ORD-13:049**      AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNERS KUM & GO, L.C., TROPHY WIFE HOLDING LLC, AND FIRST PRESBYTTERIAN CHURCH OF JONESBORO, ARKANSAS, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

**Attachments:**      [Exhibit A](#)  
    [Planning & Engineering Letter](#)  
    [Utility Letters](#)  
    [Petitions](#)

**ORD-13:050**      AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNER(S) KUM & GO, L.C CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

**Attachments:**      [Exhibit A](#)  
    [Planning & Engineering Letter](#)  
    [Utility Letters](#)  
    [Petitions](#)

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON THIRD READING*

**ORD-13:041**      AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING SECTION 117-256 - MANUFACTURED HOUSING UNITS, AGE LIMITATION REQUIREMENTS AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY WITHIN RESIDENTIAL AREAS AND TO PROVIDE CLARITY IN THE CODE REGULATIONS

**Sponsors:**      Planning

**Attachments:**      [Existing Mobile Homes Code of Ordinances Chpt 117](#)  
    [Evaluation of Affordable Housing Accessibility Act\\_2](#)

**EMERGENCY CLAUSE**

**Legislative History**

8/6/13	Public Works Council Committee	Recommended to Council
8/6/13	City Council	Held at one reading
8/20/13	City Council	Held at second reading

**ORD-13:045** 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 THE NORTHWEST CORNER OF EAST JOHNSON AVENUE AND GREENWAY LANE AS REQUESTED BY WILLIAM RUPARD, JAMES R. RUPARD AND JAMES M. RUPARD

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

**Legislative History**

8/20/13	City Council	Waive Second Reading
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**ORD-13:046** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C3 LUO FOR PROPERTY LOCATED AT 5508 AND 5512 EAST JOHNSON AS REQUESTED BY GLENN BRIDGER AND PHIL BRIDGER

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

**Legislative History**

8/20/13	City Council	Waive Second Reading
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**ORD-13:048** AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT THOMAS GREEN ROAD BETWEEN CHURCH AND DANLEE DRIVE AS REQUESTED BY CHRIS BURNETT

**Attachments:** [MAPC Report](#)  
[Plat](#)  
[Appeal Letter](#)

**Legislative History**

8/20/13	City Council	Waive Second Reading
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**8. MAYOR'S REPORTS****9. CITY COUNCIL REPORTS****10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-13:062    **Version:** 1    **Name:** Proclamation for Cal Ripken Series  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 8/15/2013    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Proclamation by Mayor Perrin for Cal Ripken Series  
**Sponsors:** Mayor's Office  
**Indexes:** Mayor's Commendations  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Proclamation by Mayor Perrin for Cal Ripken Series



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-13:068    **Version:** 1    **Name:** Proclamation to Gary Hoyt  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 8/26/2013    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Proclamation to Gary Hoyt, President of Jonesboro Baseball Boosters, for Cal Ripkin Series  
**Sponsors:** Mayor's Office  
**Indexes:** Mayor's Commendations  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Proclamation to Gary Hoyt, President of Jonesboro Baseball Boosters, for Cal Ripkin Series



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-13:069    **Version:** 1    **Name:** St. Bernard's Villa presentation  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 8/26/2013    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** St. Bernard's Villa presentation by Brian Rega  
**Sponsors:** Mayor's Office  
**Indexes:** Presentations  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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St. Bernard's Villa presentation by Brian Rega



# City of Jonesboro

300 S. Church Street  
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## Legislation Details (With Text)

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**File #:** MIN-13:074    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/26/2013    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Minutes for the City Council meeting on August 20, 2013  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on August 20, 2013



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, August 20, 2013

5:30 PM

Municipal Center

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

### SPECIAL CALLED PUBLIC WORKS COMMITTEE MEETING AT 5:15 P.M.

### PUBLIC HEARING AT 5:20 P.M.

*Regarding the abandonment of an undeveloped right-of-way in South Oaks Addition Phase II as requested by Dr. Jack Jones*

*No one spoke in opposition to the abandonment.*

### APPEAL HEARING AT 5:25 P.M.

*Mr. Randy Ishmael and Mr. Garry Tate stated they were opposed to the rezoning.*

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

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

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

### 4. SPECIAL PRESENTATIONS

**COM-13:062** Proclamation by Mayor Perrin for Cal Ripken Series

**Sponsors:** Mayor's Office

*Mayor Perrin asked for this presentation to be made at the next City Council meeting.*

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

**MIN-13:067** Minutes for the City Council meeting on August 6, 2013

**Attachments:** [Minutes](#)

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

**RES-13:106** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR FAIRWAY #14 DRAINAGE EASEMENT, A RESIDENTIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Minor Plat.pdf](#)

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

Enactment No: R-EN-109-2013

**RES-13:108** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT AN EASEMENT FOR FACILITIES (UTILITY EASEMENT) TO CITY WATER AND LIGHT PLANT OF JONESBORO, ARKANSAS

**Sponsors:** Engineering

**Attachments:** [Map of CWL Easement - Moore Rd.pdf](#)  
[Easement.pdf](#)

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

Enactment No: R-EN-110-2013

**RES-13:111** A RESOLUTION TO CONTRACT WITH COMMUNICATIONS MADE EASY INC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Communications Made Easy Inc](#)

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

Enactment No: R-EN-111-2013

**RES-13:113** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH BRACKETT KRENNERICH & ASSOCIATES, P.A. FOR ARCHITECTURAL SERVICES FOR A POLICE FACILITY LOCATED IN THE ARMORY BUILDING ON CARAWAY ROAD

**Sponsors:** Mayor's Office

**Attachments:** [Armory Bldg Renovations Contract Brackett Krennerich](#)

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

Enactment No: R-EN-112-2013

**RES-13:114** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS APPROVING A CONTRACT FOR ARCHITECTURAL SERVICES WITH BRACKETT KRENNERICH & ASSOCIATES, P.A. FOR ARCHITECTURAL SERVICES FOR FIRE STATION #5 LOCATED ON NEELY ROAD

**Sponsors:** Mayor's Office

**Attachments:** [Fire Station 5 Brackett Krennerich Contract](#)

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

Enactment No: R-EN-113-2013

**RES-13:121** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BECKY ISLAS AND RIAN SNELL REPLAT, A RESIDENTAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Replat of Lots 267A and 268A of Sage Meadows Phase II-B.pdf](#)

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

Enactment No: R-EN-114-2013

**RES-13:122** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES FOR THE ARMY RESERVE CENTER LOCATED AT 1001 S. CARAWAY ROAD

**Sponsors:** Mayor's Office

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

Enactment No: R-EN-115-2013

**RES-13:126** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILLOW CREEK APARTMENTS PHASE II MINOR PLAT, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Plat.pdf](#)

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

Enactment No: R-EN-116-2013

**6. NEW BUSINESS**

**COM-13:063** Request by The Reserve at Sage Meadows, LLC to set an appeal hearing regarding the denial by the MAPC of the site plan approval request for 41 one-bedroom and two-bedroom units located on approximately 2.5 acres at the end of Prairie Dunes Lane

**Attachments:** [Appeal Letter](#)  
[Memo](#)  
[Vicinity Map](#)  
[Site Plan](#)

*Councilman Gibson encouraged all the neighbors to attend.*

**Councilman Moore motioned, seconded by Councilman Johnson, to set the appeal hearing for September 3, 2013, at 5:25 p.m. All voted aye. (The hearing was later changed to September 17, 2013, at 5:25 p.m. at the request of the petitioner)**

#### ORDINANCES ON FIRST READING

**ORD-13:035** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, ADDING SECTION 117-228, HELIPAD/HELIPORT USES; AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY WITH RESIDENTIAL AREAS AND CREATING MINIMUM STANDARDS AND GUIDELINES IN THE CODE FOR SUCH USES

**Sponsors:** Planning

**Attachments:** [FAA Advisory Circular 150 5390 2c](#)

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

*Councilman Johnson motioned, seconded by Councilman Frierson, to amend the ordinance to include verbage in Section 4 to allow for special event landings. All voted aye.*

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

*Ms. Sue Winstead, 4949 Winged Foot Lane, explained twice a year they have someone who flies in on a helicopter. She questioned whether they will have to get a permit to allow for those fly-ins. Mayor Perrin answered yes, a permit will need to be obtained from the Planning Department within a week from the event. He added there will be no fee. Councilman Moore noted the permit can be issued faster if needed. Mayor Perrin agreed.*

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

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

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

Enactment No: O-EN-032-2013

**ORD-13:040**

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING SECTION 117-138, 14 (D) (2), RESIDENTIAL DISTRICTS, AND SECTION 117-139, (E) (1) COMMERCIAL AND INDUSTRIAL DISTRICTS, LOT, YARD, AND HEIGHT REGULATIONS; AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY AND TO PROVIDE AN INCENTIVE FOR REDEVELOPMENT WITHIN OUR HISTORICAL NEIGHBORHOODS AREAS

**Sponsors:** Planning

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

*Councilman Vance motioned, seconded by Councilman Coleman, to amend the ordinance to take "may" out of Section 138 and 139 when referencing the Planning Director. All voted aye.*

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

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

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

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

Enactment No: O-EN-033-2013

**ORD-13:042**

AN ORDINANCE TO AMEND THE 2013 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-049-2012 FOR THE PURPOSE OF ADDING THREE (3) POLICE OFFICERS AND FOR THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND TO THE POLICE DEPARTMENT; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE POLICE DEPARTMENT

**Sponsors:** Finance

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

*Councilwoman Williams 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 Fears, to adopt the emergency clause. All voted aye.*

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

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

Enactment No: O-EN-034-2013

**ORD-13:043** AN ORDINANCE TO AMEND THE 2013 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-049-2012 FOR THE PURPOSE OF ADDING TWO (2) FIREFIGHTERS AND FOR THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND TO THE FIRE DEPARTMENT; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE FIRE DEPARTMENT

**Sponsors:** Finance

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

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

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

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

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

Enactment No: O-EN-035-2013

**ORD-13:044** AN ORDINANCE TO AMEND THE 2013 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-049-2012 FOR THE PURPOSE OF ADDING FOUR (4) STREET MAINTENANCE WORKERS AND FOR THE APPROPRIATION OF FUNDS FROM THE STREET FUND TO THE STREET DEPARTMENT; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE STREET DEPARTMENT

**Sponsors:** Finance

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

*Councilwoman Williams motioned, seconded by Councilman Street, 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 John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote:**

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

Enactment No: O-EN-036-2013

**ORD-13:045** 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 THE NORTHWEST CORNER OF EAST JOHNSON AVENUE AND GREENWAY LANE AS REQUESTED BY WILLIAM RUPARD, JAMES R. RUPARD AND JAMES M. RUPARD

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

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

*Councilman Street questioned whether there was any opposition to the rezoning. City Planner Otis Spriggs answered no.*

**A motion was made by Councilman John Street, seconded by Councilman Chris Moore, to Waive Second Reading . The motion PASSED with the following vote:**

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

**ORD-13:046**

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C3 LUO FOR PROPERTY LOCATED AT 5508 AND 5512 EAST JOHNSON AS REQUESTED BY GLENN BRIDGER AND PHIL BRIDGER

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

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

*Councilman Street asked if there was any opposition to the rezoning. Mr. Spriggs answered no.*

**A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, to Waive Second Reading . The motion PASSED with the following vote:**

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

**ORD-13:047**

AN ORDINANCE ABANDONING AND VACATING AN UNDEVELOPED STREET RIGHT-OF-WAY LOCATED IN SOUTH OAKS ADDITION PHASE II, BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, AR, AS RECORDED IN PLAT CABINET "B", AT PAGE 92, RECORDED JUNE 26, 1989.

**Attachments:**     [Petitions](#)  
                                  [Planning Letter](#)  
                                  [Engineering letter](#)  
                                  [Plat](#)  
                                  [Utility Letters](#)

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

*City Engineer Craig Light discussed the abandonment. He explained this is a subdivision off Craighead Road that was platted several years ago, but was never constructed. They would like to replat the property to make it one large tract. Mayor Perrin noted there are only two property owners and they have both signed off.*

*Councilman Street motioned, seconded by Councilman Moore, 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**

**John Street, that this matter be Passed . The motion PASSED with the following vote:**

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

Enactment No: O-EN-037-2013

**ORD-13:048**

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT THOMAS GREEN ROAD BETWEEN CHURCH AND DANLEE DRIVE AS REQUESTED BY CHRIS BURNETT

**Attachments:**    [MAPC Report](#)  
                          [Plat](#)  
                          [Appeal Letter](#)

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

*Mr. Chris Burnett, 2810 N. Church, discussed the rezoning. He explained the neighbors are worried he is going to build something that will devalue their homes. He noted he has extra water running off his neighbors property onto his property, causing the grass to be taller and need to be mowed more often. He stated his neighbors have indicated there were several hundred complaints about his property, but he questioned whether they were all about him since he purchased the adjacent lots in 2011. He further explained prior to owning those lots he mowed the grass, but did not actually own the property. And some of the complaints about that property were from him and his wife at a time before they owned the property. Mr. Burnett stated the ditch by his house has not been kept clean by the city since this issue started. He added he would like to sell the property because he is tired of mowing it. He explained he used to have a pile of debris in his backyard, but he got rid of it after he found out the neighbors were complaining about it. He noted the same neighbor that complained now has a pile of debris in their backyard.*

*Mr. Randy Ishmael, 226 W. Philadelphia Road, spoke in opposition to the rezoning. He explained the area is residential and should be maintained as residential. He noted the MAPC unanimously voted against rezoning the property. He stated Mr. Garry Tate was present at the MAPC meeting and spoke in opposition to the rezoning as well. Mr. Tate had indicated Mr. Burnett did not keep up the property and had several citations against him because of that. He has personally seen that the grass was not mowed. He stated they are worried about keeping up the integrity of the neighborhood and aesthetics of Jonesboro and sees no benefit to the community as proposed by Mr. Burnett. He further explained that due to Mr. Burnett's lack of stewardship he is not sure they can rely on what Mr. Burnett says. Mr. Ishmael noted while the Council should be aware of the restrictions Mr. Burnett has approved, they should also be aware of the possibilities of what could be put on the property. He complimented the Council and MAPC for their work with zoning and the integrity of the City and stated he hopes they keep in mind this is a residential area.*

*Councilman Fears asked how many citations have been issued for the property. Mr. Spriggs stated he does not know how many, but they have heard about the claim there has been 500 pages of documents concerning the property. He wanted the Council to know they discussed the issue at the MAPC meeting, but this is not about code enforcement so they kept the conversation directed towards land use. He explained the application came forward without a list of limited uses, which made the MAPC uncomfortable. He further explained they could not find good reason to rezone*

*the property due to the many unknowns.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Waive Second Reading . The motion PASSED with the following vote:**

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

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

**ORD-13:041** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING SECTION 117-256 - MANUFACTURED HOUSING UNITS, AGE LIMITATION REQUIREMENTS AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY WITHIN RESIDENTIAL AREAS AND TO PROVIDE CLARITY IN THE CODE REGULATIONS

**Sponsors:** Planning

**Attachments:** [Existing Mobile Homes Code of Ordinances Chpt 117](#)  
[Evaluation of Affordable Housing Accessibility Act 2](#)

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

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

### *ORDINANCES ON THIRD READING*

**ORD-13:032** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-3 TO PD-R FOR PROPERTY LOCATED ON NORTH CULBERHOUSE AS REQUESTED BY ROBERT ABRAHAM

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

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

Enactment No: O-EN-038-2013

## **8. MAYOR'S REPORTS**

*Mayor Perrin reported on the following items:*

*He thanked the Council and citizens for allowing the City to have such a nice facility. They will be filming the Council, committee and MAPC meetings for everyone to view. He also thanked the IT Department for getting everything ready for today. He thanked City Clerk Donna Jackson for her work for tonight as well.*

*He attended a Municipal League meeting in Stuttgart last week. They announced the winter conference will be in Rogers, Arkansas and that any city who would like to host a conference can contact the Municipal League. They anticipate rotating the conference around different cities in the State.*

*City Attorney Phillip Crego has drafted a letter to Wolverine and they are waiting on a response.*

*They have started working on recommendations from the HyettPalma study. They have taken down some of the 2-hour parking signs in the downtown area. They are pricing the cleaning of alleyways and putting sealant on parking areas. They will start on landscaping next week. They are looking at putting signs on all of the free downtown parking. The signs will also help to direct citizens to where they are going.*

*Tomorrow he is flying to Austin, Texas, to meet with Pedro Garza, Director of Economic Development. They are asking for a grant to run sewer around Commerce to create a light industrial area to encourage development.*

*Work is continuing on the third floor of the Municipal Center. They hope to have the work done by October 1st.*

*One of the Moratorium Committee recommendations was for he, Mr. Spriggs and Chairman Gary Harpole to visit with mayors in various cities to meet with their Planning Divisions as well as Code Enforcement. They will be making a presentation to the committee concerning their trip.*

**COM-13:066** Financial statements for July, 2013

**Sponsors:** Finance

**Attachments:** [2013 Hotel tax \(cash \) Comparison Report](#)  
[2013 Sales Tax Revenue - Cash Basis](#)  
[July 2013 Collateralization](#)  
[July 2013 Expense Report](#)  
[July 2013 Revenue Report](#)  
[July 2013 State Turnback Report](#)  
[July Rev Exp and Changes in FB](#)  
[Required Reserves July 2013](#)  
[Statement of Revenues and Expenditures 2012 \(Jonesboro Sun\)](#)

**This item was Read.**

## **9. CITY COUNCIL REPORTS**

*Councilman Dover motioned, seconded by Councilman Moore, to suspend the rules and place RES-13:132, RES-13:133, RES-13:135 and RES-13:137 on the agenda. All voted aye.*

**RES-13:132** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 2920 EAST HIGHLAND DRIVE, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET WIDENING AT STADIUM AND HIGHLAND

**Sponsors:** Engineering

**Attachments:** [Dedication Deed - Stadium and Highland.pdf](#)  
[Right-of-Way Survey 07-26-2013.pdf](#)  
[Stadium Highland - Aerial.pdf](#)  
[Appraisal 07-26-2013.pdf](#)

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

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

Enactment No: R-EN-117-2013

**RES-13:133** RESOLUTION TO SET A PUBLIC HEARING TO ABANDON A PART OF CRAIGHEAD ROAD AT 2515 S. CULBERHOUSE ST., 700 SOUTHWEST DR., AND 710 SOUTHWEST DR., AS REQUESTED BY THE PROPERTY OWNERS.

**Attachments:** [Plats](#)  
[Letter from Engineering/Planning Departments](#)  
[Utility Letters](#)  
[Petitions](#)  
[Ordinance to Vacate Tract A](#)  
[Ordinance to Vacate Tract B](#)

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

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

Enactment No: R-EN-118-2013

**RES-13:135** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND A CONTRACT WITH J-QUAD PLANNING GROUP, FOR A HOUSING STUDY

**Sponsors:** Mayor's Office

*Councilman Moore noted this was unanimously recommended by the Moratorium Committee and the Mayor's Office.*

*Councilman Fears asked what this work will include. Councilman Moore explained they will take an inventory of all the multi-family housing in Jonesboro and will outline the condition and occupancy rate. Mayor Perrin added it will show the highs*

and lows of occupancy, as well as maintenance that has been done on the buildings.

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

Enactment No: R-EN-119-2013

**RES-13:137**

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE LIEN ON PROPERTY

Attachments: [Release of Lien](#)

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

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

Enactment No: R-EN-120-2013

*Councilman Street complimented the new Council Chambers. He also thanked the administration and JETS Director Steve Ewart for recognizing veterans and giving them JETS discounts.*

*Councilman Woods referred to ORD-13:040. He asked for details concerning the historical neighborhoods in Jonesboro. Mayor Perrin explained there are numerous historical neighborhoods in Jonesboro. The East Lab is working to identify those neighborhoods so people can access those areas via the website and mobile phones so people can visit those neighborhoods.*

*Councilman McCall also noted how nice the new Chambers are. He announced the Downtown Barbecue Fest on September 28th. Vendors can still sign up. There is more information on the City's website. He added Lee Brice will be performing at the barbecue fest.*

*Councilman Moore referenced the hot dog cart that was discussed at the last Council meeting. He noted there is a barbecue wagon at the corner of Nettleton and Caraway and asked what the difference was between the two. Mr. Spriggs stated the barbecue wagon is illegal activity and Code Enforcement will take care of that.*

*Councilman Moore then questioned whether metal detectors will be installed at the doors. Mayor Perrin stated that was not in the bid, but they can look into it. Councilman Moore recommended installing metal detectors to ensure the safety of the City Council members.*

*Councilwoman Williams stated trains continue to block the Fisher Street railroad crossing. She asked what can be done about that. Mayor Perrin explained they had an MPO meeting today with AHTD and showed them a video of the crossing at Highland. They are taking video of the crossing at Fisher. He has written a letter to*

*the Railroad Administration. They can fine the railroad companies, but the problem is with the switching station in Bay. If the station in Bay would be corrected, then some of the trains wouldn't back up in Jonesboro. He is going to meet with Traffic Engineer Mark Nichols on Thursday. City Attorney Crego noted the camera system is good because that takes care of the question of proof. Councilman Moore asked if the Railroad Administration is created by Congress and exempt from local fines. City Attorney Crego agreed, stating the Railroad Administration falls under the Highway Department. The City is limited as to what can be done, but it's beneficial when there is video to show what is happening. Discussion was held concerning the railroad.*

*Councilman Gibson stated at the last Public Services Committee meeting the members discussed taking some of the items to the Finance Committee and only meeting as needed. Mayor Perrin noted some of the contracts can be taken to Finance since they have to do with money. The committee can then only meet when other business needs to be conducted. City Attorney Crego agreed, saying Finance or one of the other committees can take on the workload of the Public Services Committee.*

**10. PUBLIC COMMENTS**

*Ms. Debbie Presgrove, 3501 Bolt Blvd, stated it is hard to see some of the lines in the road when it's dark or rainy. Mayor Perrin explained they budgeted to do 90 miles of striping this year, but they will continue until all of the roads are done.*

**11. ADJOURNMENT**

**A motion was made by Councilman Mitch Johnson, seconded by Councilman John Street, that this meeting be Adjourned . The motion PASSED with the following vote:**

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

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

**Harold Perrin, Mayor**

**Attest:**

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

**Donna Jackson, City Clerk**



## Legislation Details (With Text)

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**File #:** RES-13:109    **Version:** 1    **Name:** Placing of no parking signs  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 7/2/2013    **In control:** Public Safety Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO PLACE NO PARKING SIGNS IN THE CITY OF JONESBORO  
**Sponsors:** Police Department  
**Indexes:** Parking & Traffic  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
8/20/2013	1	Public Safety Council Committee		

### A RESOLUTION TO PLACE NO PARKING SIGNS IN THE CITY OF JONESBORO

Whereas, there is a problem on Eldridge Street with vehicles parking along the sides of the street. Said vehicles block the access of the street/sanitation departments in cleaning the street and/or accessing trash containers for pickup.

Whereas, there have been citizen complaints of vehicles blocking access to properties on this street.

Whereas, the City of Jonesboro desires to remedy this problem by placing NO PARKING signs along this portion of the street.

BE IT RESOLVED by the city Council of the City of Jonesboro, Arkansas to place NO PARKING signs (1) on the south side of Eldridge St between Melrose St and Marrion Berry Parkway and (2) 206ft of the north side of Eldridge St from the corner of Marrion Berry Parkway and Eldridge St between 7:00am and 5:00pm Monday thru Friday.



## Legislation Details (With Text)

**File #:** RES-13:125    **Version:** 2    **Name:** Increase speed limit on Brown's Lane and add stop signs  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 7/30/2013    **In control:** Public Safety Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO INCREASE THE SPEED LIMIT ON BROWNS LANE FROM 30MPH TO 40MPH BETWEEN HIGHLAND DRIVE AND RACE/WINDOVER STREET AND TO ADD STOP SIGNS AT CERTAIN LOCATIONS IN THE CITY OF JONESBORO  
**Sponsors:** Police Department  
**Indexes:** Parking & Traffic  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
8/20/2013	2	Public Safety Council Committee		
7/30/2013	2	Public Safety Council Committee	Tabled	Pass

A RESOLUTION TO INCREASE THE SPEED LIMIT ON BROWNS LANE FROM 30MPH TO 40MPH BETWEEN HIGHLAND DRIVE AND RACE/WINDOVER STREET AND TO ADD STOP SIGNS AT CERTAIN LOCATIONS IN THE CITY OF JONESBORO

WHEREAS, the Traffic Control Review Committee has reviewed these issues and determined that these changes are appropriate to control the flow of traffic in the City of Jonesboro; and

WHEREAS, the City of Jonesboro desires to be consistent with the speed limit on Browns Lane and the speed limit on one section of said roadway is 30MPH and on another section is 40MPH; and

WHEREAS, the Committee has determined that the appropriate speed limit on Browns Lane should be 40MPH, and

WHEREAS, the Committee has further determined that the following stop signs need to be added:

1. Stop signs should be added on both sides of Pleasant Grove Road where it intersects with Pleasant View Drive.
2. A stop sign should be added on the south end of Kitchen Street where it intersects with South Bridge Street.

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

1. The speed limit shall be increased on Browns Lane to 40MPH.
2. Stop signs shall be added on Pleasant Grove Road and Kitchen Street.
3. That the Street Department is authorized to place the appropriate signs at the above locations.



## Legislation Details (With Text)

<b>File #:</b>	RES-13:129	<b>Version:</b>	1	<b>Name:</b>	Contract with Dept. of Human Services for Americorps Program
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/6/2013	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2013-14 AMERICORPS PROGRAM				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">30278 N00 DHS-9600</a> <a href="#">30278 N00 ATT5 - Pre-Award Costs</a> <a href="#">30278 N00 ATT4 - Lobbying Certification</a> <a href="#">30278 N00 ATT3 - Program Budget</a> <a href="#">30278 N00 ATT2 - Compliance Requirements</a> <a href="#">30278 N00 ATT1 - Application</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2013-14 AMERICORPS PROGRAM

Whereas, the City of Jonesboro applied for an AmeriCorps Grant and was awarded \$105,581 in federal dollars, and

Whereas, all match funds will come from the Winthrop Rockefeller Grant and inkind services, and

Whereas, the City of Jonesboro will partner with various organizations to hire, recruit, and train 18 part time AmeriCorps Service Members to serve 1 program year defined by October 1, 2013 to September 30, 2014; and

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

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

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

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

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

**Sub-grant Number** 4600030278 is entered into between the State of Arkansas, **Department of Human Services**, Division of Community Service and Nonprofit Support, hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient.

**I. RECIPIENT INFORMATION:**

<b>Taxpayer / Employer ID Number</b>		71-6013749			
<b>Name:</b>	City of Jonesboro				
<b>Address:</b>	PO Box 1845				
<b>City:</b>	Jonesboro	<b>State:</b>	AR	<b>Zip Code:</b>	72403-1845
<b>AASIS Vendor #</b>	800000515				

**II. SUB-GRANT PERIOD:**

This agreement will begin on October 1, 2013 and will end on September 30, 2014

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

**III. PURPOSE OF AGREEMENT:**

To fund the North Jonesboro Neighborhood Initiative program for the 2013-14 program year. Members serve as educators, social service providers, community rehab specialists, etc.

Service benefit area: Craighead County

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

<b>Attachment No.</b>	<b>Description</b>
1	Application, Proposal Narrative & Performance Measures
2	Compliance Requirements
3	Program Budget
4	Certification Regarding Lobbying
5	Pre-Award Costs

**IV. FUNDING:**

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

<b>TOTAL FUNDING:</b>	<b>\$105,581.00</b>
-----------------------	---------------------

<b>% Federal Funds</b>	100.00	<b>% State Funds</b>	0.00	<b>% Other Funds</b>	0.00
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If Other, specify

<b>CFDA #, if applicable</b>	94.006
<b>CFDA Title, if applicable</b>	AmeriCorps

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

**V. SUB-GRANT TYPE:**

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

If Discretionary but exempt, indicate reason for exemption

Governmental Entity

**VI. SELECTION METHOD:**

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

**VII. METHOD OF PAYMENT:** Actual Cost Reimbursement

**VIII. CANCELLATION:**

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

**IX. PROGRAM COMPLIANCE:**

**A. STATE AND FEDERAL LAWS:** Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section XIII.

**B. FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.

**C. COMPLIANCE WITH NONDISCRIMINATION LAWS:** The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:

- Title 45 Code of Federal Regulations:
  - Part 80 (Nondiscrimination on the Basis of Race or Sex)
  - Part 84 (Nondiscrimination on the Basis of Handicap)
  - Part 90 (Nondiscrimination on the Basis of Age)
- Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
- Title 28 Code of Federal Regulations:
  - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
- Title 41 Code of Federal Regulations:
  - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)

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

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

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

**E. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

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

## ARKANSAS DEPARTMENT OF HUMAN SERVICES SUB-GRANT AGREEMENT

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

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

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

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

### **X. PROGRAM OPERATION:**

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

### **XI. INFORMATION AND RECORDS:**

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

### **XII. FISCAL PRACTICES:**

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

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

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

**XIII. AMENDMENT:**

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

**XIV. CERTIFICATION AND SIGNATURE:**

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

**B. SIGNATURES:**

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

<b><u>Signature of DHS Program Agency Authorized Representative</u></b>	
edet.frank@arkansas.gov Digitally signed by edet.frank@arkansas.gov DN: cn=edet.frank@arkansas.gov Date: 2013.08.01 08:53:20 -05'00'	
Signature of DHS Program Agency Authorized Representative	Date
Printed Name of DHS Program Agency Authorized Representative	Title
In signing this document, I attest I am exercising appropriate fiduciary authority in the commitment of available resources to achieve program agency objectives.	



**Division of Community Service  
and Nonprofit Support  
Arkansas Service Commission**

P.O. Box 1437, Slot S230 · Little Rock, AR 72203-1437  
501-682-7540 · Fax: 501-682-1623 · TDD: 501-682-1605



**Pre-Award Costs for 2013-2014 Program Year**

Due to the single-year nature of formula funds awards, this agreement will NOT impart any rights (neither explicit nor implied) of participation for the sub-grantee for apportionment of DHS/DCSNS appropriation or funding in subsequent funding cycles.

CNCS has approved specific pre-award costs for program year 2013-2014. The pre-award costs are allowable only to the extent that they would have been allowable if incurred after the date of the grant award.

Pre-award costs are approved for criminal history checks, personnel expenses and benefits, supplies, contractual and consultant service, evaluation and other program operating costs to include member and staff training.

The program MAY NOT incur any member living allowance or member support costs including FICA, workers compensation, health care, child care etc. as a pre-award cost.

All pre-award costs are incurred at the risk of the program. The Corporation is under no obligation to reimburse the program for these costs if the program does not receive an award or if the award is less than anticipated and inadequate to cover such costs.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, SUB-GRANTS, LOANS,  
AND  
COOPERATIVE AGREEMENTS  
DHS-9350**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By:           **See Signature & Date on DHS-9600, Page 4**           Date \_\_\_\_\_  
(Authorized Provider Representative)

For:           **City of Jonesboro**            
Name of Provider Agency

          **AmeriCorps – CFDA 94.006**            
Title of Grant Program

\_\_\_\_\_  
Title of Grant Program

## North Jonesboro Neighborhood Initiative

### City of Jonesboro

Application ID: 13AC148574

Budget Dates:

	Total Amt	CNCS Share	Grantee Share	
<b>Section I. Program Operating Costs</b>				
A. Personnel Expenses	28,126	0	28,126	
B. Personnel Fringe Benefits	5,344	0	5,344	
C. Travel				
Staff Travel				
Travel to CNCS-Sponsored Meetings	1,290	1,290	0	0
Member Travel				
Total	\$1,290	\$1,290	\$0	
D. Equipment				
E. Supplies	360	360	0	
F. Contractual and Consultant Services				
G. Training				
Staff Training	100	100	0	
Member Training	180	180	0	
Total	\$280	\$280	\$0	
H. Evaluation				
I. Other Program Operating Costs	875	875	0	
<b>Section I. Subtotal</b>	<b>\$36,275</b>	<b>\$2,805</b>	<b>\$33,470</b>	
<b>Section I Percentage</b>		<b>8%</b>	<b>92%</b>	
<b>Section II. Member Costs</b>				
A. Living Allowance				
Full Time (1700 hrs)	0	0	0	
1-Year Half Time (900 hours)	84,000	84,000	0	
Reduced Half Time (675 hrs)	0	0	0	
Quarter Time (450 hrs)	6,000	6,000	0	
Minimum Time (300 hrs)	4,000	4,000	0	
2-Year Half Time (2nd Year)	0	0	0	
2-Year Half Time (1st Year)	0	0	0	
Total	\$94,000	\$94,000	\$0	
B. Member Support Costs				
FICA for Members	7,191	2,500	4,691	
Worker's Compensation	2,077	1,000	1,077	
Health Care	0	0	0	
Total	\$9,268	\$3,500	\$5,768	
<b>Section II. Subtotal</b>	<b>\$103,268</b>	<b>\$97,500</b>	<b>\$5,768</b>	
<b>Section II. Percentages</b>		<b>94%</b>	<b>6%</b>	
<b>Section III. Administrative/Indirect Costs</b>				
A. Corporation Fixed Percentage				
Corporation Fixed Amount	4,221	4,221	0	
Commission Fixed Amount	1,055	1,055	0	
Total	\$5,276	\$5,276	\$0	
B. Federally Approved Indirect Cost Rate				
<b>Section III. Subtotal</b>	<b>\$5,276</b>	<b>\$5,276</b>	<b>\$0</b>	
<b>Section III Percentage</b>		<b>100%</b>	<b>0%</b>	
<b>Section I + III. Funding Percentages</b>		<b>19%</b>	<b>81%</b>	
<b>Budget Totals</b>	<b>\$144,819</b>	<b>\$105,581</b>	<b>\$39,238</b>	
<b>Budget Total Percentage</b>		<b>73%</b>	<b>27%</b>	
<b>Required Match</b>		<b>24%</b>		
<b># of years Receiving CNCS Funds</b>		<b>2</b>		

## North Jonesboro Neighborhood Initiative City of Jonesboro

<b>Total MSYs</b>		<b>7.95</b>	
<b>Cost/MSY</b>		<b>\$13,281</b>	
	<b>Total Amt</b>	<b>CNCS Share</b>	<b>Grantee Share</b>
<b>Budget Totals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Budget Total Percentage</b>		<b>0%</b>	<b>0%</b>
<b>Required Match</b>		<b>24%</b>	
<b># of years Receiving CNCS Funds</b>		<b>2</b>	
<b>Total MSYs</b>		<b>7.95</b>	



**Division of Community Service  
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501-682-7540 · Fax: 501-682-1623 · TDD: 501-682-1605



**Arkansas Service Commission  
Compliance Requirements 2013-2014**

1. City of Jonesboro, North Jonesboro Neighborhood Initiative referred to as “the program,” is responsible for program staff reading, understanding and complying with all Corporation for National and Community Service-(CNCS) and AmeriCorps regulations, provisions, policies, frequently asked questions (FAQs), clarifications, other policy clarifications, and OMB circulars related to governance and management of CNCS grants. This also includes material specifically provided to the program at meetings and via email or other communications, along with all other material referenced above.
2. Failure to comply with all grant requirements can result in future funding requests being denied, reclamation of federal dollars due to disallowed or unallowable costs, reclamation of education award dollars, and/or a member losing his/her education award and other benefits.
3. It is the responsibility of the program to ensure that members, site supervisors and program staff understand and adhere to these regulations.
4. The program must promote its affiliation with AmeriCorps in the communities it serves. The program must use the AmeriCorps name and logo on service gear, application forms, recruitment brochures, on-line position postings, orientation materials, signs, banners, publications and recruitment strategies related to their AmeriCorps program. Members must wear AmeriCorps gear with logo when in service. The program and host sites must prominently display the AmeriCorps logo.

**Arkansas Service Commission**

1. The program will comply with at least one monitoring site visit per grant year. Additional site visits will be performed at the discretion of the Commission, the Arkansas Department of Human Services, and/or CNCS.
2. The program will submit a sustainability plan to the Commission within the first three months of the program year, then use the plan and report progress in implementing it on a quarterly basis. The Commission provides guidance in developing the sustainability plan and monitors subsequent progress. (Not required of programs receiving funding as Education Award-Only Programs.)
3. The program will undertake one sustainability project each quarter, which will be reported in the quarterly progress report. Projects may include such items as a grant application to a state or national foundation, development of a new partnership,

solicitation of significant cash or in-kind contributions or recruitment of significant numbers of volunteers. The project and its results are to be reported in the quarterly progress report. (Not required of programs receiving funding as Education Award-Only Programs.)

4. The Program Director is required to attend the Quarterly Program Director meetings and participate in the Monthly Conference calls as scheduled by the Arkansas Service Commission. The program will be held responsible for all information shared during these meetings.
5. All new program staff will be required to attend the new program staff orientation. Program staff may be requested to attend the orientation again at the discretion of the Arkansas Service Commission.
6. The program will notify the Commission promptly of any changes in personnel or contact information.
7. The program will submit progress reports on or before the deadline via My Service Log (or other authorized process identified by the Commission).
8. The program is subject to the DHS/DCSNS/Arkansas Service Commission's record retention policies. Programs are required to retain member records for seven (7) years, the time period within which education awards may be applied, and ten (10) years for members over age 55. The program will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant agreement for a period of five (5) years from the date this sub-grant agreement expires, or if an audit is pending at the end of the five year period, until resolution of the audit.

### **Finances – Program**

1. The program will not make any changes to its budget without prior written approval of the Commission.
2. On a monthly basis, the program will submit invoices to the Arkansas Department of Human Services, Arkansas Service Commission, 700 South Main Slot S230, Little Rock, AR 72203 for reimbursement of expenses incurred in operating the program under the terms of this grant award. Invoices are due to be received by the 15<sup>th</sup> of each month.
3. Along with each signed invoice the program will submit documentation supporting claimed expenses as allowed and accurate. This is to include a copy of a report showing the amount of living allowance paid to each member for the period. The monthly periodic expense report (PER) is to be submitted in My Service Log and mailed with the invoice.
4. All staff claimed on the CNCS or grantee share of the budget in Section I – Personnel Expenses must have a timesheet signed by a supervisor, documenting the time devoted to

the AmeriCorps grant. Only governmental agencies may certify time on a monthly basis, to also be signed by the staff and supervisor.

5. Twice a year, the program will make certain that it bills the Commission for all administrative costs (Budget Section III) to which it is entitled and, within 30 days, send the Arkansas Service Commission a check for its 1.05% administration fee.
6. The program may not match federal dollars to federal dollars, unless the federal granting agency provides documentation of statutory permission to use its federal dollars to match the CNCS grant.
7. The program will follow procedures on properly documenting match. The program is required to match at or above the level approved in the application. If a program is under the approved match amount by 3% or greater, the Commission will contact the program for follow-up. Failure to meet match requirements on monthly invoices can result in the Commission being unable to pay invoice requests for reimbursement or CNCS reclaiming federal funds.
8. At the end of the program year the program will ensure that it has documented and reported in its final financial report match equal to or greater than the amount budgeted in operating and member support costs. (Not required of programs receiving funding as Education Award-Only Programs.)

### **Finances - Member**

1. The program will NOT report AmeriCorps member living allowance to the Department of Workforce Services (formerly Employment Security Department). The program will not pay unemployment insurance on its AmeriCorps members and will notify the Commission immediately if a former member attempts to collect unemployment benefits.
2. If any member files for unemployment, the program must notify the ASC within five (5) business days from initial notification.
3. The program will pro rate payment of the AmeriCorps member's living allowance over the period of service and not tie it to the number of hours served during a pay period. The program may not pay a larger sum per period to a member who enrolls late to assure that the member receives the full living allowance.

### **Members**

1. The member must be enrolled and assigned a service site in eGrants within 30 days of the member's first day of service. The program must have a completed enrollment form for each member. This form is the National Service Trust Enrollment Form. The program will maintain documentation in the member's file.

2. If there is a change in the member's status, i.e. suspension, this must be entered into eGrants immediately. Documentation must be maintained in the member's file.
3. The program will provide orientation sessions to members, site supervisors and program staff.
4. The program will not make changes in the slot allotments without prior approval from the Commission.
5. The program will complete a written end-term evaluation on all members, regardless of slot type and whether they are exited with an education award. Additionally, a member serving in a full-time or half-time slot must receive a mid-term evaluation. At minimum, the evaluation should address: whether the member has completed the required number of hours; whether the member has satisfactorily completed assignments; and whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service. Under AmeriCorps regulations end of term evaluations are the key piece in determining a member's eligibility for additional terms of service.
6. The member must be exited in eGrants within 30 days of the members last day of service. The program will complete a CNCS exit form for each member. This form is the National Service Trust Exit Form. The program will maintain documentation in the member's file.
7. Once a member finishes his or her term of service as defined by CNCS, the member may no longer receive a living allowance and must be exited from the program in eGrants.
8. Neither the host agency nor the program will hire an AmeriCorps member as a full-time regular employee before the completion of his/her term of service.
9. The program will require members to participate in the Arkansas Service Commission's regional entry level trainings.
10. The program will require members to participate in the CNCS National Days of Service: *9/11/The National Day of Service and Remembrance; Martin Luther King, Jr. Day and AmeriCorps Week.*

### **Non-duplication and Non-displacement of Paid Employees**

1. Neither an AmeriCorps program, nor an AmeriCorps site, will displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of an AmeriCorps member.

2. AmeriCorps members will not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
3. An AmeriCorps member will not supplant the hiring of employed workers or perform duties previously done by another employee.
4. AmeriCorps members may not serve in any AmeriCorps slot while simultaneously performing the same essential functions as an employee of the organization.
5. These requirements apply equally to traditional volunteer positions.

### **Criminal History**

1. Programs must be familiar with and follow the Arkansas Service Commission Criminal History Check Policy.

### **Changes/Revisions**

1. The Commission reserves the right to update these Compliance Requirements at any time during the program year. Any changes will be made part of the contract between the program and the Department of Human Services.

## PART I - FACE SHEET

### APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application  Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

12-JUL-13

STATE APPLICATION IDENTIFIER:

N/A

2b. APPLICATION ID:

13AC148574

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

12AFHAR0010004

5. APPLICATION INFORMATION

LEGAL NAME: City of Jonesboro

DUNS NUMBER: 073540288

ADDRESS (give street address, city, state, zip code and county):

PO Box 1845  
515 W Washington Avenue  
Jonesboro AR 72403 - 1845  
County: Craighead

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):

NAME: Emma Agnew  
TELEPHONE NUMBER: (870) 336-7210  
FAX NUMBER:  
INTERNET E-MAIL ADDRESS: eagnew@jonesboro.org

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

716013749

7. TYPE OF APPLICANT:

7a. Local Government - Municipal

7b.

8. TYPE OF APPLICATION (Check appropriate box).

NEW  NEW/PREVIOUS GRANTEE  
 CONTINUATION  AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):

A. AUGMENTATION B. BUDGET REVISION  
C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

**Corporation for National and Community Service**

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006

10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

North Jonesboro Neighborhood Initiative

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Jonesboro, AR

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 10/01/13 END DATE: 09/30/14

14. CONGRESSIONAL DISTRICT OF: a.Applicant  b.Program

15. ESTIMATED FUNDING: Year #:

a. FEDERAL	\$ 105,581.00
b. APPLICANT	\$ 39,238.00
c. STATE	\$ 0.00
d. LOCAL	\$ 0.00
e. OTHER	\$ 0.00
f. PROGRAM INCOME	\$ 0.00
g. TOTAL	\$ 144,819.00

16. IS A APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:  
DATE: 05-APR-13

NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

YES if "Yes," attach an explanation.  NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Heather Clements

b. TITLE:

Grants Administrator

c. TELEPHONE NUMBER:

(870) 336-7229 1229

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

07/12/13

## Narratives

### Executive Summary

#### EXECUTIVE SUMMARY:

The North Jonesboro Neighborhood Initiative includes collaborative community change strategies where engaged residents, local businesses, faith communities, social service providers and funders work together to build vibrant neighborhoods, foster community cohesion, and build a strong infrastructure of services and supports for families. The AmeriCorps members will serve with community volunteers and neighborhood networks to provide services to the residents of North Jonesboro who are presently underserved and need assistance with finding and utilizing available resources. The overall goal of NJNI is to improve the quality of life for all North Jonesboro residents, and more specifically AmeriCorps members will focus on the areas of quality of life, health and wellness, and human services. The project is ongoing, with multiple activities and events being scheduled continuously. Three places will serve as host sites for the AmeriCorps members. City Youth Ministries, a special place that serves Jonesboro's at-risk youth, will host members serving in the Health and Wellness programs. ASU CARE, an on-going program developed by Arkansas State University Social Work Department, will host members assisting residents with special projects ranging from human services to neighborhood engagement. The third site, the Jonesboro Police Department's Quality of Life Unit, will host members helping residents to improve beautification and quality of life. At the end of the member experience with NJNI, it is anticipated that the members will have gained growth and experience by contributing to the increased quality of life for all North Jonesboro residents. The CNCS investment of \$105,581 will be matched with \$39,238.

### Rationale and Approach

#### RATIONALE AND APPROACH

#### NEED:

The North Jonesboro Neighborhood Initiative is a response to the concerns of caring citizens to improve the quality of life for underserved residents living in Jonesboro. With technical assistance from the Winthrop Rockefeller Foundation, a team convened with a mission to promote positive change in the area of the city known as North Jonesboro. This change was deemed necessary because 19.5% of the citizens of Jonesboro live below the poverty line (Established from the 2010 United States Census). This number represents a 2.1% increase from 17.4% in 2000 and shows a significant increase

## Narratives

in trending. Jonesboro's poverty rate is 1.8% higher than the state of Arkansas (<http://quickfacts.census.gov>). Obesity is a significant issue in our nation and Jonesboro in Craighead County has rates that are extremely high. According to ASPIRE ARKANSAS, a publication of the Arkansas Community Foundation published in May, 2011, the percent of overweight and obese adults in Craighead County is 67.9%. The percent of overweight or obese students in the county is 37.5%.

Local BMI scores for CYM students indicate that 35% of the elementary aged students participating in 2012 are determined obese. The percentage of the females in grades 7-12 determined to be obese is 30%. In a Feeding America Study, "Child Food Insecurity in the US:2006-2008," Arkansas has the highest rate of child hunger in the entire nation. Nearly one in four of Arkansas' children suffer from hunger and food insecurity. There is now a confirmed correlation between food insecurity and overweight and obesity in children. According to the article, 'The Association of Child and Household Insecurity with Childhood Overweight Status,' published in Pediatrics, Vol. 118 No.5, the prevalence of childhood overweight status is increasing. "Some have suggested that childhood overweight is associated with food insecurity, defined as limited or uncertain access to enough nutritious food."

The first response to this crisis by the NJNI was the development of the Fisher Street Community In Action Community Gardens. The gardens were established to provide healthy, organic vegetables to low-income families in North Jonesboro. Studies show that gardeners and their children eat healthier, more nutrient rich diets than do non-gardening families. The outdoor classroom is also a place youth learn valuable skills and the importance of community, stewardship, and environmental responsibility. An added component is the improved diet for all who participate (Bremer et al, 2003, p. 54). AmeriCorps Members will participate in this program through the ASU Care Program site activities. The roles of the members will be described in detail under the ASU CARE Program section.

### VALUE ADDED:

City Youth Ministries has been involved with the NJNI since its inception. One of the CORE VALUES of the Initiative is HEALTHY FAMILIES [for an increased quality of life]. To further the goal of helping children in the neighborhood develop healthier lifestyles, a natural partnership formed between the NJNI and City Youth Ministries. The "Cooking Matters" program will be added to City Youth's efforts through NJNI and AmeriCorps to add the nutrition education and exercise/fitness

## Narratives

elements for a comprehensive health and wellness program. AmeriCorps members will be trained to implement a designed curriculum of nutrition and cooking classes, a program of Share Our Strength's "Cooking Matters" course. Further, these AmeriCorps Members will teach daily exercise/fitness classes. Six (6) half-time AmeriCorps members will be assigned to this program offering a ratio of 20 kids/youth to each assigned AmeriCorps member. Julie Winberry will serve as the Site Manager. Julie is the Outreach and Development Coordinator and has been with City Youth for approximately two years.

Other roles that the AmeriCorps members will participate in include assisting with the dodge ball tournaments and encouraging the students in all their activities; however, the main function of assigned AmeriCorps members to the City Youth Ministries site is to teach nutrition education via the "Cooking Matters" classes and exercise/fitness classes. Since there are 120 active children involved every day after school, AmeriCorps members will be needed to help students having a difficult time with a certain activity receive one-on-one attention. Socializing and interacting with the children will be invaluable.

A pre/post test design will be utilized in an existing "Cooking Matters" survey that kids/youth will complete before the 6-week class and after the class to appropriately measure knowledge of nutrition, behavior change, and eating habits. By year's end, the goal is that all 120 kids/youth will have taken the "Cooking Matters" class and that 84 of the 120 (70%) children will have increased their knowledge of nutrition and have a positive change in behavior and eating habits. This percentage of 70% is estimated based on existing data from the Arkansas Hunger Relief Alliance. All 120 kids/youth will take the daily exercise/fitness classes. The long-term outcome of the program is healthier individuals and families [for an increased quality of life].

"Community support systems" is another CORE VALUE of the North Jonesboro Neighborhood Initiative. A collaborative was formed with Arkansas State University's Social Work department via the ASU CARE program in North Jonesboro to provide direct human services to North Jonesboro residents. ASU CARE is perfect for this mission. Dr. Brad Holloway, ASU Social Work professor, is director of the program. His staff includes professors and social work interns in his department. They provide support and counseling to individuals and families who are undergoing social difficulty or crisis. They assess the clients, identify needs, and work as part of a team to address the unmet needs

## Narratives

in the community.

ASU CARE will be a major AmeriCorps site for the NJNI utilizing Eight (8) half-time AmeriCorps members to add a component to this already very successful program. Dr. Holloway will serve as Site Manager for the AmeriCorps program. Four (4) of the eight AmeriCorps members will primarily serve in the community to recruit and train volunteers to serve in the NJNI, including training and developing North Jonesboro residents as neighborhood network hosts, facilitators, and participants. Increasing neighborhood networks is a primary objective of the NJNI Strategic Plan. The hypothesis is that by increasing citizen engagement, the quality of life is also increased. This networking strategy connects people to each other and to the community. By providing abundant opportunities for people to come together, connect with each other, and determine their own responses to the challenges they determine as significant, the residents will become engaged in the community.

The other four (4) AmeriCorps members at this site location will be charged with delivering direct services to North Jonesboro residents in the areas of preparing food boxes at the Community Services Center, working in the FSCIA Community Gardens, visiting the elderly at the local nursing home, teaching computer classes at the local housing authority office, teaching financial literacy and budgeting, assisting residents with resumes and job applications, and teaching interviewing skills. Although these four (4) AmeriCorps members will be serving at several sites, their home host site will be ASU Care and they will be supervised by Dr. Brad Holloway. An MOU will be established between the City of Jonesboro and ASU CARE. ASU CARE will be responsible for ensuring that these AmeriCorps members serve in these areas and report time accurately.

North Jonesboro residents served by ASU CARE AmeriCorps members will complete "quality of life" surveys that are already designed. These surveys will be completed by all North Jonesboro residents offered services in an effort to measure a change in their perception of the quality of life offered in North Jonesboro. A minimum of 100 residents will be surveyed during the FY 2013-14 program year and the anticipated outcome will be that 50 of the 100 (50%) will indicate an increased quality of life as a direct result of the received service.

The newest component of the NJNI has recently been developed by the City of Jonesboro Police Department. The Quality of Life Unit is located in the Parker Park Community Center in North

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Jonesboro and Lt. Todd Nelson is the administrator. The primary function of the unit is to collaborate with the local housing authority (JURHA), local landlords, and residents to ensure that codes are enforced and that housing is of standard quality and up to code. In addition, they work with JURHA to ensure that federal (HUD) regulations are followed by all residents living in HUD housing, along with landlords maintaining their properties appropriately for an increased quality of life for all North Jonesboro residents. Four (4) AmeriCorps members (2 quarter time and 2 minimum time) will serve at this site and Lt. Nelson will serve as the Site Manager. These AmeriCorps members will be invaluable members of the North Jonesboro community. Because of the nature of the specific projects described below and the seasonal quality of the projects, it is determined that smaller increments of time are needed rather than using half time AmeriCorps members.

The members' primary goal will be to help residents with landscaping, mowing, edging, and trimming trees. They will also paint over graffiti and build wheelchair ramps and hand rails for the elderly and the physically disabled. A standard application will be used to determine if residents qualify for such assistance. Residents will need to meet one (1) of the three (3) criteria to qualify. The three (3) criteria are:

1. The resident meets low to moderate income standards, as defined by HUD;
2. The resident is disabled; or
3. The resident is elderly.

Applications will be processed by the Quality of Life Unit and/or the Grants Rehab Coordinator. Once the applications are processed and a need is determined, AmeriCorps members will be sent out by pairs only to serve in these capacities. The AmeriCorps members will not be allowed to enter any resident homes, not only for the safety of the AmeriCorps member, but also for the resident. Further, since they will be in the community daily serving residents, the AmeriCorps members will have access to the NJ Code Enforcement Officer who travels his 8 hour shift inside a city vehicle and can transport AmeriCorps members as needed.

Bringing physical order to an area is a proven crime deterrent; therefore, the activities to beautify the neighborhood will serve in this capacity. The number of projects accomplished will be recorded on an ongoing basis. The long-term outcome is a clean, neat, neighborhood where residents enjoy an increased quality of life.

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AmeriCorps members are perfect for these programs because of their commitment to serving others. Because they are involved in the community, they will be perfect leaders in recruiting other residents of the community to become involved. AmeriCorps Members are and will continue to be role models for engaged citizens of strong character who do not wait for others to take care of situations. They are active and thriving citizens enjoying reaching out to serve the community. Our youth and adults will benefit from exposure to these fine citizens. The AmeriCorps members will benefit from the exposure to these innovative ways of increasing quality of life for all residents and will develop leadership skills. They will see great physical changes take place and the benefit this brings to the community and its citizens.

### EVIDENCE-BASED

Each of the sites listed will measure the impact of their activities as stated above. The community impact will be the result of the combined efforts and the overall goal is an increased quality of life for all North Jonesboro residents. Each site is using current and relevant evidence-based and outcomes driven programs and processes for the betterment of North Jonesboro.

### MEMBER EXPERIENCE

NJNI strives to offer a great member experience by providing interesting and exciting training opportunities as well as opportunities for growth and development. These opportunities will develop our members as AmeriCorps members, individuals, and residents committed to community service. Monthly team meetings are a time for bringing members up to date on CNCS and ASC activities, as well as, what is going on with NJNI. Members offer feedback to site partners and their service experience. Updates on service hours and My Service Log are discussed and open Q & A sessions occur at the end of each meeting. Members will participate in at least one team building exercise during their 2013-2014 term of service. The Program Director will lead regular and reflective activities during the monthly meetings and encourage and guide members in writing stories about their experiences. Materials received from the ASC will be used for this purpose. At the end of the program year, an AmeriCorps member will be named by his/her peers the "AmeriCorps Member of the Year." A celebratory dinner will be hosted by the city for a time of learning and reflection. The "AmeriCorp

## **Narratives**

Member of the Year" will be the keynote speaker and elected officials, community stakeholders, all AmeriCorps members, and others involved will be in the audience to celebrate the success.

### **OVERALL PICTURE**

The North Jonesboro Neighborhood Initiative defined the need as a significant percentage of the population in the area living below the poverty level that is disengaged from the community and living in blighted neighborhoods. A very high percentage of the population also suffers from obesity and food insecurity. They want an improved quality of life. Building community through organization of neighborhood networks, linking residents with available resources, and bringing residents together to make physical improvements to the neighborhoods will improve quality of life for all North Jonesboro residents. AmeriCorps members are perfectly suited to serve with the target population because of their inherent love of service to others and the community. They are perfect role models for others seeking to learn the importance of service in building community and creating a positive life experience for everyone. The long-term outcome will be engaged citizens working together for an increased quality of life and AmeriCorps members trained in leadership and community building for their next phase in life.

### **AMERICORPS MEMBER SELECTION, TRAINING, AND SUPERVISION**

Recruitment of members will be initiated by the AmeriCorps Program Director immediately upon notification of grant award. Advertising in the local newspaper, The Jonesboro Sun, and the state-wide paper, The Arkansas Gazette, will publicize the availability statewide. The City of Jonesboro's website, [www.jonesboro.org](http://www.jonesboro.org), will host an appeal for service members to apply. The NJNI has a Facebook page where pictures and activities of AmeriCorps members are currently posted and will be utilized for recruitment. Service positions will be listed on Craig's List. The NJNI Ministers for a Better North Jonesboro is a group of dedicated clergy who meet monthly to ensure their congregants and neighbors are kept informed of NJNI activities. This network will also be utilized for recruitment. ASU CARE, City Youth Ministries, the City of Jonesboro Community Centers, Habitat for Humanity, the Hispanic Community Services Center, and other non-profit organizations in the neighborhood will post flyers on their bulletin boards and hand out literature to assist in recruiting. The Hispanic Services Center also sends out a weekly newsletter, as does the NJNI Community Services Coordinator, in

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which recruitment notices will be placed. ASU sends an email blast to all students. The City of Jonesboro has an on-site television station and the coordinator will arrange for an interview and include current/returning AmeriCorps Members to discuss the experiences with AmeriCorps. Current members who have been exemplary members will be encouraged to return.

For orientation purposes and continued training throughout the members' experience, the members will be exposed to regular training sessions. All members will travel to Little Rock for AmeriCorps 101 training. City Youth Ministries will donate the use of their vans and drivers to transport the 18 members and the Program Director to Little Rock for the full day of training. The local member orientation will consist of the following modules: City of Jonesboro payroll processing (for receiving their living allowance), What is the North Jonesboro Neighborhood Initiative, Who is CNCS, The Arkansas Service Commission, Review all enrollment forms, The Education Award, Grievance Procedures, Prohibited Activities, Service Hours and Projects, Resources for Members (i.e. EITC, AmeriCorps does not count as income, etc.), My Service Log (online activity), and Special Service Days and Projects. Other trainings conducted throughout the year will include Disaster Training by Red Cross, Meeting Facilitation by a Winthrop Rockefeller Foundation consultant, Community Engagement conducted by a Winthrop Rockefeller Foundation consultant, and reporting monthly outcomes conducted by the Program Director.

Day-to-day supervision of AmeriCorps Members will be provided by the site supervisors. However, the Program Director recognizes her role as overall supervisor of each member and each site supervisor. This year, the site supervisors have been strategically selected to ensure the best benefit and experience for our members, NJNI, site partners, the ASC and the CNCS. Site supervisors are: Julie Winberry of City Youth Ministries, Dr. Brad Holloway of ASU CARE, and Lt. Todd Nelson of the Jonesboro Police Department Quality of Life Unit. These site supervisors will receive the same training as the AmeriCorps Members. They will be encouraged to attend the orientation along with their members. Site supervisors are also invited to attend all trainings offered to members. Regular contact will be maintained with supervisors via a weekly email check in; monthly update on member service hours and My Service Log, and telephone calls as necessary. A minimum of 2 site visits will be scheduled to review AmeriCorps signage, discuss prohibited activities, and handle other issues that may have developed over the course of the program.

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### OUTCOME: PERFORMANCE MEASURES

The target performance measure is an improved quality of life for the underserved in North Jonesboro. Healthy Futures and Quality of Life are the two primary focus areas. This program will opt into the Healthy Futures National Performance Measure because of the high percentage of overweight youth in the area served by this program. The intent is to intervene at an early age and make a difference in their lives to prevent lifelong illnesses such as heart disease, diabetes, and other cardiovascular diseases related to obesity. By teaching nutrition and proper food preparation along with regular physical exercise, the children and teens will benefit with healthy lifestyles while preventing obesity and malnutrition. Existing and validated surveys will be used to measure nutrition knowledge and behavior of eating habits. These surveys will be completed by the participants before and after the "Cooking Matters" class implemented by the City Youth Ministries AmeriCorps members. A goal of 120 children/youth will participate in the "Cooking Matters" classes and 84 of the 120 (70%) will demonstrate an increased knowledge of nutrition and positive changes in behavior/eating habits. All 120 children/youth will participate in the physical exercise/fitness classes also offered by the AmeriCorps members. A log of all participants attending fitness and nutrition classes for one year will be maintained. These targets were determined by the data provided by City Youth Ministries and the Arkansas Hunger Relief Alliance. Quality of life will also be measured. Every citizen that participates in a services of the NJNI will complete a quality of life perception survey to measure the change of quality of life as a result of the services provided.

### PROGRAM IMPACT:

The North Jonesboro Neighborhood has had a tremendous impact on the community in the last 12 months. With assistance of the AmeriCorps Service members, the NJNI has been able to reach more citizens, recruit more volunteers, mentor at-risk youth, teach healthy nutrition and fitness to north Jonesboro residents, work alongside Habitat for Humanity volunteers to build homes for recipients, and beautify north Jonesboro. For example, NJNI has been able to recruit a total of 5 volunteers for its Cooking Matters class (a partnership with the Arkansas Hunger Relief Alliance) as a result of the assistance of an AmeriCorps member. Further, 1 AmeriCorps member now collaborates with BanCorps South to teach Financial Literacy to the residents. Eleven (11) volunteers from this

## **Narratives**

endeavor have now agreed to work together to put together a 5-K walk/run fundraiser in October for NJNI. ASU CARE AmeriCorps members regularly visit a nursing home in north Jonesboro, provide after-school tutoring, mentoring, assist with community outreach events, serve food to those in need, and provide referral support to citizens that need additional support than that which is offered at ASU CARE. These members are becoming a part of the community and are making an impact on the main obstacles for those living in north Jonesboro - poverty, obesity, hunger, lack of services, crime, and disorder. With the assistance of these members and with their leadership in the community, NJNI is a success. Eventually, changes that are being measured now would have happened, but these changes are happening now because of AmeriCorp member leadership. Changes include an increase to services in the community, re-engaged citizens, community networking, financial literacy, healthy cooking, proper exercise and fitness, and one on one service for at-risk youth and children. The impact is tremendous.

### **VOLUNTEER GENERATION**

Forming new networks of residents to initiate changes they want to see take place in their neighborhoods is a primary objective of the North Jonesboro Neighborhood Initiative. By facilitating neighborhood meetings for residents and encouraging them to talk about programs and projects they would like to initiate, the AmeriCorps members will impact the community by recruiting and building volunteer networks. Being role models of engaged citizens, AmeriCorps members will stay with the networks and manage volunteers while they pursue their ideas and dreams for the community. To increase resident participation in improving the beauty of the neighborhoods, AmeriCorps members will recruit local volunteers to participate in beautification projects. Special events and projects will be planned where volunteers will come together to work on the projects and AmeriCorps members will manage these projects. Volunteers will be recruited through collaboration with area organizations. The Ministers for a Better North Jonesboro will give members the opportunity to speak at church meetings about upcoming projects. City Youth Ministries will give members the opportunity to meet parents of the children as they are dropped off or picked up. Members will engage parents and enlist their services to volunteer. ASU-CARE offers similar opportunities to meet residents who live in the neighborhood. By managing and planning the projects, AmeriCorps members can ensure that activities are not planned that do not adhere to the prohibited activities list.

### **Organizational Capability**

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### ORGANIZATIONAL CAPABILITY

The City of Jonesboro is the 5th largest city in population and the 2nd largest in land mass in Arkansas. Lead by Mayor Harold Perrin, the city is experiencing steady growth of 2.5% annually. The city currently manages \$22 million in federal, state, and private grant funding. For the North Jonesboro Neighborhood Initiative, the city has secured a 2 year grant for \$100,000 from the Winthrop Rockefeller Foundation. It has also allocated \$37,500 from the CDBG FY 2013 Action Plan. The Hunger Relief Alliance granted \$1,600 to the city for NJNI. In-kind resources are secured from City Youth Ministries, Arkansas State University, and community stakeholders invested in the community.

### ORGANIZATIONAL BACKGROUND AND STAFFING

The City of Jonesboro has a FY 2013 budget of \$63,594,953 and 498 current full time employees. The City of Jonesboro strives toward excellence in community service, quality of life, economic development, and citizen engagement. The percentage of the AmeriCorps budget as compared to the entire City of Jonesboro budget is less than 1% (n=.001673). The AmeriCorps program fits into the overall goals of the city in every area of focus. The staff has a strong history of managing projects of this kind through its Grants and Community Development Department. The primary contact is Heather Clements, Grants and Community Development Department Administrator, (870)336.7229- hclements@jonesboro.org. The secondary contact is Emma Agnew, NJNI Community Services Coordinator, (870)336.7210 - eagnew@jonesboro.org. Staff member, Brenda Hall, Finance Manager, (870) 336.7104 - bhall@jonesboro.org.

Heather Clements currently manages the \$22 million in federal, state and private grant funding, including CDBG, DOJ, COPS, AHTD, AEDC, EDA, DRA and many more agencies. Ms. Clements has a Bachelors Degree in Psychology and a Masters Degree in Public Administration from the University of Memphis. She has worked for the City of Jonesboro for the past four years and oversees and directs all aspects of the North Jonesboro Neighborhood Initiative and the AmeriCorps Program, including the approval of all expenditures, reimbursement requests, and reporting. She spends more than 5% of her time on AmeriCorps activities; however, the Grants Department is only using this percentage as in-kind match. Ms. Agnew has a Bachelors of Science in Management and Marketing from Union

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University. Before coming to work as the CDBG Coordinator for the City of Jonesboro, she served as program manager of Beacons and Bridges, a non-profit in Jonesboro. She became the NJNI Community Services Coordinator in 2012. Ms. Agnew coordinates all activities of the North Jonesboro Neighborhood Initiative and the AmeriCorps Program. Brenda Hall manages the grants department financials including expenditures, reimbursement requests, reconciliations of accounts, and financial reporting. She posts detailed entries to accounting records and handles routine transactions. She ensures monies from grantors are accurately recorded, and updates and reconciles spreadsheets to general ledger. She spends more than 5% of her time on AmeriCorps' finances; however, the Grants Department is only using this percentage as in-kind match. Lt. Todd Nelson is the administrator over all of the Quality of Life Unit for Jonesboro Police Department. This unit consists of 4 code enforcement officers and 1 crime free housing officer. This unit's primary focus is to restore order, beauty, communication, and trust in high poverty areas of Jonesboro, starting with North Jonesboro. The unit is located in North Jonesboro at Parker Park Community Center. Lt. Nelson will spend more than 5% of his time on the AmeriCorps projects; however, the Grants Department is only using this 5% as in-kind match.

### SUSTAINABILITY

This program has been initiated with the technical assistance of the Winthrop Rockefeller Foundation and they continue their support through grant funding and technical support. The City of Jonesboro has made a commitment to support its growth. Other stakeholders include Arkansas State University, City Youth Ministries, and Habitat for Humanity. This Initiative is centered increasing the quality of life for all residents in the North Jonesboro Community, along with using this model for the entire City of Jonesboro. It is anticipated that by 2013 year end, the NJNI will be ready to move forward as a separate entity as a non-profit 501 (c) (3), or as some form of established governance. At that time, residents will be engaged and community volunteers will be the driving force.

### COMLIANCE AND ACCOUNTABILITY

\$106,400 was awarded to the City of Jonesboro for 2012-2013. Sixteen half-time slots were awarded. A few of these half-time slots have since been converted to quarter time and minimum time slots to accommodate the needs of the sites more appropriately. Three (3) of the converted slots are 450 hour

## Narratives

slots to go to City Youth Ministries, and three (3) of the converted slots are 300 hour slots, two (2) to City Youth Ministries and one (1) to Habitat for Humanity. Therefore, all slots have been filled; however, one (1) half-time AmeriCorps Member left. The number of members who have left without an education award is one.

Each member and site supervisor will be thoroughly trained on 'Prohibited Activities' during the orientation. The Program Director will also provide a refresher on prohibited activities throughout the year (i.e. true/false, multiple choice activities) during team meetings and during visits with site partners. Unannounced site visits will be made periodically to check for non-compliance issues by the Program Director. When dealing with non-compliance issues, members will be terminated from the AmeriCorps Program and their living allowance immediately stopped. If a site supervisor is found to be non-compliant with prohibited activities, AmeriCorps members will be removed from that site. Working with the ASC, we will make every attempt to rectify the situation before taking this drastic step.

### ENROLLMENT AND RETENTION

Enrollment: At the time of this proposal (June 10, 2013), 100% of awarded slots have been filled with only one AmeriCorps Member leaving prematurely. The lessons in recruiting learned this past year, in addition to the fact that more time will be available through advance notice of the award, will improve recruiting efforts significantly. In-depth interviews with the candidate's will be performed and their interest in serving their community measured before selection.

Retention: The one member who left without an education award did so to pursue entrepreneurial endeavors.

One important lesson learned during this current year was to "follow my instinct." Candidates who come on board because they need a 'job' do not make good AmeriCorps Members. While the potential AmeriCorps member may say they understand this is not a job and agree to the living allowance, the lesson learned has been that they tend to be lacking in the service area.

### OPERATING SITES AND MEMBER SERVICE SITES

## **Narratives**

Three operating sites will be utilized -- City Youth Ministries, ASU-Care, and Quality of Life Unit. These three (3) sites were selected because their mission supports the mission of the North Jonesboro Neighborhood Initiative. All three sites are very stable entities. City Youth Ministries is a local non-profit serving at-risk youth. They have a proven record of providing innovative programs for underserved youth in Jonesboro. Their daily attendance of 120 children confirms they are operating a stable, unique program. ASU-CARE is supported by Arkansas State University. The social work department is a highly esteemed program in the state of Arkansas. ASU is very invested in the community, and contributes facilities and leadership to many non-profit programs. The Quality of Life Unit is supported through the City of Jonesboro Police Department. The Lieutenant operating the program has years of experience leading community programs. This new, innovative approach to improving the lives of the disadvantaged in the area is a credit to the entire community.

### **Cost Effectiveness and Budget Adequacy**

#### **COST EFFECTIVENESS:**

This program has requested less than \$13,300 allowed per MSY. The living allowance for each half-time member is \$6,000. The City of Jonesboro will make cash contributions of \$5,768 to pay part of the FICA and Workers Comp. The City will also donate transportation for the Program Director to attend ASC quarterly meetings in Little Rock. City Youth Ministries will donate the use of vans and drivers to provide transportation to Little Rock for members' orientation. Leaders in the community will donate their time and expertise to provide orientations and regular trainings for members. Liberty Bank of Jonesboro will donate the use of their conference room with refreshments for CNCS trainings in Jonesboro. Our program's activities and outcomes will be made possible from funds allocated through the City of Jonesboro's budget, the AmeriCorps budget, the Winthrop Rockefeller Foundation grant, the FY 2013 CDBG Action Plan, and the Arkansas Hunger Relief Alliance.

### **Evaluation Summary or Plan**

#### **EVALUATION PLAN**

The 12 member NJNI Advisory Board will serve as an internal evaluation team for the AmeriCorps Program. Data collection will be the responsibility of the NJNI Community Services Coordinator. The NJNI Community Services Coordinator will be responsible for the written evaluation at year end. Data is currently being collected and maintained in a database. Data sets include number of meetings, number of participants, funds raised, in-kind support raised, number of networks established, and

## Narratives

number of residents reached. The Program Director is also conducting monthly community meetings with the residents and implementing a 10-question survey to capture "citizen perception of quality of life" at each meeting. Over time, there should be a measureable increase in this score from residents and non-residents. This second year will prove to be instrumental in data analysis once a year of data is collected. Further, outcomes will be established so the effect of "residents reached" and "number of participants" can be measured. For example, the first NJNI Community Fair had 500 residents in attendance. At the next community health and services fair, data will be collected to follow up with last year's attendees on the services they were connected to last year and how that has impacted their quality of life, if at all. This data will be collected in all aspects of the NJNI, such as, the nutrition, cooking, and fitness classes. Data analysis will be compiled in an annual report for the NJNI and distributed to all funders, stake holders, networks, and residents.

### OUTCOME AND IMPACT QUESTIONS FOR EVALUATION

1. Were low-income residents connected with needed services through the ASU-CARE program?
2. Did the Healthy Futures program improve the overall health and wellness of the target population? How many students lowered their BMI scores? How many students participated in the Cooking Matters for Kids program?
5. How many new networks were developed and volunteers recruited? Goal is 5.
6. Did the AmeriCorps members perceive a valuable experience?

### OUTCOME MEASUREMENT

Question 1. Number of residents linked with services Method: Logs kept at ASU-Care

Question 2. Number of participants in Healthy Futures Program?

Method: Logs kept at City Youth Ministries

Question 3. Number of home beautification projects? Method: Logs kept by Quality of Life Unit

Question 4. Positive feedback Method: Member surveys

Question 7. Number of volunteers participating Method: Data base of volunteers

### Amendment Justification

N/A

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### Clarification Summary

N/A

### Continuation Changes

N/A

## Performance Measures

### Grant Characteristics

- AmeriCorps Member Population - Communities of Color
- AmeriCorps Member Population - Low -income Individuals
- AmeriCorps Member Population - Native Americans
- AmeriCorps Member Population - New Americans
- AmeriCorps Member Population - Older Americans
- AmeriCorps Member Population - People with Disabilities
- AmeriCorps Member Population - Rural Residents
- AmeriCorps Member Population - Veterans, Active Military, or their Families
- AmeriCorps Member Population - economically disadvantaged young adults/opportunity youth
- AmeriCorps Member Population - None of the above
- Geographic Focus - Rural
- Geographic Focus - Urban
- Encore Program
- Community Based Organizations
- Faith Based Organizations
- Governor/Mayor Initiative
- SIG/Priority School

### Focus Areas

- Capacity Building  
*Selected for National Measure*

### Focus Areas

- Education  
*Selected for National Measure*

### Focus Areas

- Healthy Futures  
*Selected for National Measure*

### Focus Areas

- Environmental Stewardship  
*Selected for National Measure*

### Focus Areas

- Veterans and Military Families  
*Selected for National Measure*

### Focus Areas

- Economic Opportunity  
*Selected for National Measure*

### Focus Areas

- Other  
*Selected for National Measure*

### Focus Areas

- Disaster Services  
*Selected for National Measure*

Grand Total of all MSYs entered for all Focus Areas      7.53

## Performance Measures

### Service Categories

Obesity Prevention and Nutrition Education

Primary

Secondary

None of the Above/Other

Primary

Secondary

### Quality of Life

**Focus Area:** Other

**Service Category:** None of the Above/Other

**Measure Category:** Not Applicable

### Strategy to Achieve Results

**Briefly describe how you will achieve this result (Max 4,000 chars.)**

Citizens will receive direct services in the areas of financial literacy, computer classes, resume writing, interview skills, budgeting, job application completion, and will be engaged through neighborhood networks.

### Results

**Result: Output**

A minimum of 100 north Jonesboro residents will be engaged or receive a direct service by AmeriCorps members via the NJNI during the program year.

Indicator: Number of north Jonesboro residents engaged/receiving services

Target: North Jonesboro residents

Target Value: 100

Instruments: Contact/Information cards will be completed for every citizen engaged and/or provided a service

PM Statement: A minimum of 100 north Jonesboro residents will be engaged or receive direct services.

Prev. Yrs. Data:

**Result: Intermediate Outcome**

Fifty (50) of the one hundred (100) [so 50%] of the residents that are engaged or receive services will report an increased quality of life.

Indicator: Quality of Life

Target: North Jonesboro residents being actively engaged or receiving direct services from AmeriCorps members

Target Value: 50

Instruments: Surveys measuring the perception of the quality of life will be completed after every engagement/delivery of service

PM Statement: Fifty (50) of the one hundred (100) engaged residents or residents receiving direct services will report an increased quality of life via a survey that will be completed directly following the engagement or delivery of service.

Prev. Yrs. Data:

## National Performance Measures

### Focus Area: Healthy Futures

**Performance Measure Title:** Measure H6: Number of children and youth receiving nutrition education with the purpose of reducing childhood obesity.

**Service Category:**

### Strategy to Achieve Results

Briefly describe how you will achieve this result (Max 4,000 chars.)

The North Jonesboro Neighborhood Initiative will provide nutrition education to students ages 6 - 17 at City Youth Ministries, an after school and summer program for at-risk children. The 6-week courses of 15 students each will be held quarterly. A total of 60 students will attend. The curriculum to be used is COOKING MATTERS FOR KIDS, a program of "Share Our Strength's Cooking Matters," sponsored by ConAgra Foods and Walmart. Section Titles of the course include: Week One: You're the Chef, Week Two: Colorful Fruits and Vegetables, Week Three: Whole Grain Goodness, Week Four: Smart Snackers, Week Five: Super Shoppers, Week Six: Kitchen Heroes. In this class students will learn how to cook from a real chef and enjoy tasty food they can prepare themselves. Points of interest include: "Be open to trying new things", "Be respectful," "Be safe," and "Practice cooking and making healthy choices at home." The lessons learned in the nutrition classes will be reinforced through activities offered during regular daily activities. AmeriCorps members will "practice" with the students to develop their interest in healthy eating. This series of classes will be an added component of the existing physical fitness classes. Combined, the results will be healthier children with lowered BMI scores prepared to make intelligent decisions for a life-long healthy lifestyle.

### Result: Intermediate Outcome

Result.

12/60 children/youth will have lowered BMI scores at the end of their afterschool nutrition education class.

Indicator: Lowered BMI scores

Target :At risk youth and/or children

Target Value: 12

Instruments: Pre/Post Questionnaires  
BMI Measurements

PM Statement: 12 of 60 children/youth that participate in the afterschool nutrition education classes at City Youth Ministries will have lowered BMI scores; pre/post questionnaires and BMI measurements will be used to determine results.

### Result: Output

Result.

60 children will participate in after school nutrition education classes at City Youth Ministries.

Indicator: H6: Youth receiving nutrition education.

Target :At risk youth and children.

Target Value: 60

Instruments: Attendance log in sheets

## National Performance Measures

Result.

PM Statement: 60 at risk children and youth will participate in after school nutrition education classes at City Youth Ministries and attendance log in sheets will be used to measure.

## Required Documents

**Document Name**

**Status**

Evaluation

Not Applicable

Labor Union Concurrence

Not Applicable



## Legislation Details (With Text)

<b>File #:</b>	RES-13:138	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG budget and 2013 action plan
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/21/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE YEAR 17 2013 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND AUTHORIZING THE SUBMISSION OF THE FY 2013 ACTION PLAN				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013 CDBG REQUEST FOR RELEASE OF FUNDS</a> <a href="#">2013 CDBG HUD AWARD LETTER</a> <a href="#">2013 CDBG Funding Approval&amp;Agreement</a> <a href="#">2013 CDBG AUTHORITY TO USE FUNDS NOTICE</a> <a href="#">2013 CDBG PROJECT ACTIVITY-TABLE</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE YEAR 17 2013 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND AUTHORIZING THE SUBMISSION OF THE FY 2013 ACTION PLAN  
WHEREAS, it is the intention of the City of Jonesboro to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families and eliminate slum and blight.

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

WHEREAS, there is a total of \$583,680.00 for Year 17 funds allocated to the Community Development Block Grant (CDBG) Program for budgetary purposes; in addition to a total of \$334,413.17 un-programmed funds that will be re-committed in this Action Plan; for a total of \$918,093.17 in the Year 17 CDBG Budget;

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

SECTION 1: The Year Seventeen Community Development Block Grant (CDBG) program totaling nine hundred eighteen thousand ninety three dollars and seventeen cents (\$918,093.17) for budgeting purposes is adopted by reference to the attached project/activity budget table;

SECTION 2: The in-house certifications as included in this document are reaffirmed;

SECTION 3: The Grants Administrator of the Grants and Community Development Department is authorized to prepare, and submit the 2013 Action Plan to HUD for review and approval, to administer and carry out the

activities and projects in said plan as identified in the 5 - Year Consolidated Plan to the U. S. Department of Housing and Urban Development (HUD). Once the approval from HUD has been obtained, the Mayor is authorized to execute contractual agreements with his signature being attested by the City Clerk, for the execution of the Fiscal Year 2013 Community Development Block Grant Action Plan as per attached project/activity table.

SECTION 4: All approved agencies of CDBG funds will use the city's procurement procedures for any services or contracts.

SECTION 5: In the case of a canceled CDBG project funding will transfer to the ongoing HUD CDBG Housing Rehabilitation Program.

SECTION 6: Any funds in excess of the estimated allocations at the completion CDBG projects will transfer to unprogrammed funds for reallocation through HUD approval and/or amendment.

SECTION 7: Any activity that is proposed to be altered in terms of its purpose, scope, or beneficiaries to such an extent that it can no longer reasonably be construed as the activity reviewed by the public and approved by the City Council will be canceled.

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Grants &amp; Community Development Entitlement Program</b>	2. HUD/State Identification Number <b>B-13-MC-05-0012</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) <b>14.253</b>	5. Name and address of responsible entity <b>City of Jonesboro, Arkansas 300 South Church Street, P.O. Box 1845 Jonesboro, Arkansas 72403-1845</b>	
6. For information about this request, contact (name & phone number) <b>Ann Barré - 870.336.7211</b>	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request <b>U.S. Dept. of Housing &amp; Urban Development 425 West Capitol Avenue, Suite 1000 Little Rock, Arkansas 72201</b>		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) <b>Land Acquisition, Public Facilities &amp; Improvements, Public Services, Urban Renewal Completion, Housing Services, Privately Owned Utilities, Clearance Administration</b>	10. Location (Street address, city, county, State) <b>Jonesboro, Craighead County, Arkansas.</b>
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### Program Activity/Project Description

Hispanic Services Center - Center Expansion	130,000
Security & Lighting for Youth Center	8,176
Parker Park Splash Pad	200,000
Miracle League Field	135,381.17
City Youth Ministries - After School Mentoring	10,000
Hispanic Community Center - Bridge between Two Cultures	10,000
Habitat for Humanity - Basic Life Skills Training	5,000
Life Skills Center - Life Skills for Autistic Individuals	5,000
Out of the Dark - Enhancing Communities by Energizing Positive Youth Development	5,000
Living Healthy with HIV - Northeast Arkansas Regional AIDS Network	5,000
West End - Neighborhood Safety	1,000
North Jonesboro Neighborhood Initiative	37,500
Foundation of Arts	15,000
Code Enforcement	40,000
Emergency Homeowner Rehabilitation	50,000
Rehabilitation Administration	30,000
Homeownership Assistance	15,000
Sewer Improvements (Phase I)	90,000
Demolition & Clearance	50,000
Administration	76,036

**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Title of Certifying Officer

Mayor

Date signed

7-22-13

Address of Certifying Officer

City of Jonesboro, Arkansas  
300 South Church Street, P.O. Box 1845  
Jonesboro, Arkansas 72403-1845

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Little Rock Field Office, Region VI  
Office of the Field Office Director  
425 West Capitol Avenue, Suite 1000  
Little Rock, AR 72201  
Phone (501) 918-5700 - Fax (501) 324-6142  
[www.hud.gov](http://www.hud.gov) [espanol.hud.gov](http://espanol.hud.gov)

August 9, 2013

Honorable Harold Perrin  
Mayor, City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403

Dear Mayor Perrin:

I am pleased to inform you of your community's Fiscal Year (FY) 2013 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. The Program Year for these funds began on January 1, 2013. Your community's FY 2013 available amounts are:

Community Development Block Grant (CDBG)	\$583,680
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Enclosed are three copies of the Grant Agreement and Funding Approval form that have been executed by this office. This document constitutes the contract between the U. S. Department of Housing and Urban Development (HUD) and the City of Jonesboro for the CDBG program. Please sign all copies. After execution, please return two copies to this office as soon as possible. The third copy should be retained in the City's files.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the Community Development Block Grant Program). Funds for such activities may not be obligated or expended unless HUD has approved a release of funds in writing. A request for release of funds must be accompanied by an environmental certification.

The Consolidated Plan/Annual Action Plan includes funds for the planning or construction of water or sewer facilities which are subject to review under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing rules at 24 CFR Part 52. The Consolidated Plan was submitted to the State Clearinghouse for review on May 13, 2013, pursuant to E.O. 12372. When there are no comments provided that will require accommodation, HUD may release funds for the covered activities.

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sep. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding and Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

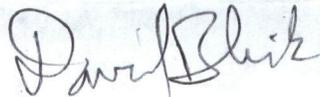
The FY 2013 Budget may have significantly reduced funding for the CDBG program compared to the FY 2012 levels. Grantees that have already submitted their annual Action Plan based on an anticipated amount higher than the FY 2012 allocations for these programs must revise their Action Plan consistent with the allocation and applicable amendment requirements. Your local CPD field office is available to provide additional information regarding amendment requirements.

CPD has moved rapidly to implement the OneCPD technical assistance process. Under OneCPD, technical assistance adopts a place-based strategy with the goal of improving the ability of grantees to understand their local market conditions, set goals, and design and effectively carry out their housing and community development programs. This is particularly important as many local governments continue to struggle with budgetary pressures resulting from the economic downturn.

HUD again urges grantees to consider the needs of returning veterans and their families in the design and administration of these formula programs. Our fellow Americans have served our nation on the battlefields of Iraq and Afghanistan and seemingly countless other places around the globe. Many veterans are returning to our communities with wounds and injuries that may make it difficult for them to find housing or support themselves and/or their families. I ask that you consider their sacrifice and ensure that these men and women receive every appropriate consideration in the use of these funds at the local level.

CPD looks forward to working with you in a true partnership to successfully meet the challenges we face in FY 2013. On behalf of the Department, I wish the City of Jonesboro much success in the use of these resources to implement the City's community development initiatives. If you have questions, or if we may be of assistance to the City in the implementation of its CDBG program, please contact me on (501) 918-5700, or Chandra Taylor, Community Planning and Development Representative, on (501) 918-5737.

Sincerely,



David Blick  
Acting Field Office Director

Enclosures

cc:

Ms. Heather Clements

Ms. Ann Barre

# Funding Approval/Agreement

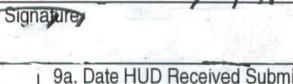
Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No.  
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) <b>City of Jonesboro</b>		3a. Grantee's 9-digit Tax ID Number: <b>71-6013749</b>	3b. Grantee's DUNS Number: <b>073540288</b>	4. Date use of funds may begin (mm/dd/yyyy): <b>01/01/13</b>
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) <b>P. O. Box 1845 Jonesboro, AR 72403</b>		5a. Project/Grant No. 1 <b>B-13-MC-05-0012</b>		6a. Amount Approved <b>\$583,680</b>
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <b>Clinton E. Johnson</b>	Grantee Name <b>Honorable Harold Perrin</b>
Title <b>Director, Community Planning and Development</b>	Title <b>Mayor, City of Jonesboro</b>
Signature 	Date (mm/dd/yyyy) <b>8-9-2013</b>
Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) <b>12/17/2012</b>	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number		
		9b. Date Grantee Notified (mm/dd/yyyy) <b>07/19/2013</b>			
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year (mm/dd/yyyy) <b>01/01/13</b>			
		a. Funds Reserved for this Grantee	FY ( )	FY ( )	FY (2013) <b>\$583,680</b>
		b. Funds now being Approved			<b>\$583,680</b>
		c. Reservation to be Cancelled (11a minus 11b)			<b>-0-</b>

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
								Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**E.O. 12372  
SPECIAL CONTRACT CONDITION  
WATER OR SEWER FACILITIES**

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

**Authority to Use  
Grant Funds**

**U.S. Department of Housing and Urban Development  
Office of Community Planning and Development**

**To:** (name & address of Grant Recipient & name & title of Chief Executive Officer)

Ann Barre, CDBG Coordinator  
CDBG Entitlement  
City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403

**Copy To:** (name & address of SubRecipient or Secondary Contact)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on 7/24/2013

7/24/2013

Your Request was for HUD/State Identification Number

B-13-MC-05-0012

All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes. 8/9/2013

**Project/Activity:**

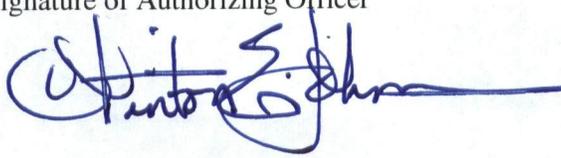
Acquisition, Public Facilities and improvements, public services, urban renewal completion, housing activities for privately owned utilities, clearance, and planning and administration.

**Location:**

300 South Church Street, Jonesboro, AR72403

**Funding Amount:**

918093.17/CDBG

Typed Name of Authorizing Officer:  <b>Clinton E. Johnson, Director</b>  Office of Community Planning & Development	Signature of Authorizing Officer  	<b>Date (mm/dd/yyyy)</b>  8-9-2013
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**PROJECTED USE OF FUNDS**

The City of Jonesboro's 2013 anticipated allocation is \$918,093.17 for the Seventeenth Year Community Development Block Grant Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The city has evaluated all projects, conducted public hearings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

**ACQUISITION**

Hispanic Services Center – Center Expansion \_\_\_\_\_ 130,000

**PUBLIC FACILITIES AND IMPROVEMENTS**

Security & Lighting for Youth Center \_\_\_\_\_ 8,176

Parker Park Splash Pad \_\_\_\_\_ 200,000

Miracle League Field \_\_\_\_\_ 135,381.17

**PUBLIC SERVICES**

City Youth Ministries – After School Mentoring \_\_\_\_\_ 10,000

Hispanic Community Center – Bridge between Two Cultures \_\_\_\_\_ 10,000

Habitat for Humanity – Basic Life Skills Training \_\_\_\_\_ 5,000

Life Skills Center – Life Skills for Autistic Individuals \_\_\_\_\_ 5,000

Out of the Dark – Enhancing Communities by Energizing Positive Youth Development \_\_\_\_\_ 5,000

Living Healthy with HIV – Northeast Arkansas Regional AIDS Network \_\_\_\_\_ 5,000

West End – Neighborhood Safety \_\_\_\_\_ 1,000

North Jonesboro Neighborhood Initiative \_\_\_\_\_ 37,500

**URBAN RENEWAL COMPLETION**

Foundation of Arts \_\_\_\_\_ 15,000

**HOUSING SERVICES**

Code Enforcement \_\_\_\_\_ 40,000

Emergency Homeowner Rehabilitation \_\_\_\_\_ 50,000

Rehabilitation Administration \_\_\_\_\_ 30,000

Homeownership Assistance \_\_\_\_\_ 15,000

**PRIVATELY OWNED UTILITIES**

Sewer Improvements (Phase I) \_\_\_\_\_ 90,000

**CLEARANCE**

Demolition & Clearance \_\_\_\_\_ 50,000

**OTHER**

Administration \_\_\_\_\_ 76,036

**TOTAL** \_\_\_\_\_ **918,093.17**



Legislation Details (With Text)

**File #:** RES-13:139    **Version:** 1    **Name:** 2013 CDBG HSCI subrecipient program contract  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 8/22/2013    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSASA  
RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) HISPANIC SERVICES CENTER, INC. SUBRECIPIENT PROGRAM  
CONTRACT  
**Sponsors:** Grants, Community Development  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [HISP 2013 Contract Agreement - land acq.](#)

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSASA RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HISPANIC SERVICES CENTER, INC. SUBRECIPIENT PROGRAM CONTRACT WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City’s Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Hispanic Community Services Center (Center Expansion) - \$130,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$130,000.00  
Hispanic Services Center, Inc.  
Center Expansion

## **City of Jonesboro 2013 CDBG AGREEMENT Hispanic Services Center, Inc.**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Hispanic Services Center, Inc.**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$130,000 to the Hispanic Services Center for center expansion.
- The Department of Grants & Community Development retains the funds. The Subrecipient solicits three (3) written estimates for any rehabilitation to the center. Payments will be made to the vendor by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for any land acquisition, expansion or rehabilitation project at the Hispanic Services Center, Inc. by the City of Jonesboro under this Agreement shall not exceed \$130,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

### **A. General Administration**

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Land acquisition  
Expansion  
Rehabilitation

D. Staffing

The following staff will be actively participating in program delivery:

Gina Gomez

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Land Acquisition	\$130,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this

Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$130,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Hispanic Community Services, Inc. (HCSI)
Dept. of Grants & Community Development	Ms. Gina Gomez, Executive Director
300 South Church Street, P.O. Box 1845	311 W. Huntington Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 926-1118
Fax (870) 933-4626	Office (870)-931-1884

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;

- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when

dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



## Legislation Details (With Text)

<b>File #:</b>	RES-13:140	<b>Version:</b>	1	<b>Name:</b>	Contract with Aqua Construction for Parker Park splash pad
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH AQUA CONSTRUCTION INT'L INC., FOR THE PARKER PARK COMMUNITY CENTER - SPLASH PAD PROJECT				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO A CONTRACT WITH AQUA CONSTRUCTION INT'L INC., FOR THE PARKER PARK COMMUNITY CENTER - SPLASH PAD PROJECT

WHEREAS, the City of Jonesboro has desires to accept the proposal and enter into a contract for the Parker Park Community Center - Splash Pad Project; and

WHEREAS, the proposal and the firm selected for the Parker Park Community Center - Splash Pad Project is Aqua Construction Int'l Inc.; and

WHEREAS, funding for the execution of the contract shall be 100% funded by HUD, Department of Housing and Urban Development, and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall accept the proposal and enter into a contract with for the Parker Park Community Center - Splash Pad Project with Aqua Construction Int'l Inc.;

Section 2: That funding for the execution of the contract shall be 100% funded by HUD, Department of Housing and Urban Development, and compensation shall be paid in accordance with the contract documents.

Section 3: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Contract   
Appendix A   
Non-Collusion



**City of Jonesboro  
Community Development Block Grant**

**CONTRACTOR PROVISIONS**

**AGREEMENT:** This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ City of Jonesboro, Arkansas hereinafter called OWNER, City of Jonesboro, hereinafter called ADMINISTRATOR OF CDBG FUNDS, and Aqua Construction Int'l Inc., hereinafter called CONTRACTOR.

1. **CONTRACT LOCATION, AMOUNT, PAYMENT:** Upon completion of contract and City inspection approval of (permitted items); that for and in consideration of the payment and agreement hereinafter mentioned, the CONTRACTOR hereby agrees with the OWNER to commence and complete the new construction described as follows:

Location: 1506 North Church St. Jonesboro, AR 72401

Description: Furnish and install spray pad equipment for children of all skill levels and abilities at Parker Park Community Center. It is the intention of the City of Jonesboro; Parks & Recreation Department to have a complete spray pad furnished with installation performed by a certified installer. The specifications document indicates a large (approximately 2,500 square feet) play environment containing a variety of play events for children including those who are physically and developmentally challenged. Equipment for the Spray Pad shall be of an appropriate color scheme and include a variety of play components.

hereinafter called the PROJECT, for the sum of this project is not to exceed \$197,200.00 dollars and all other work in connection therewith, under the terms as stated in the Specs of the CONTRACT, and at his or her (its or their) own cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent labor, insurance and other accessories and service(s) necessary to complete the said PROJECT in accordance with the conditions and prices stated in the Description of Work and Specs of the CONTRACT (Appendix A), and other drawings and printed or written explanatory matter thereof, the specifications and CONTRACT documents thereof as prepared by the Grants & Community Development Office, all of which are made a part hereof and collectively evidence and constitute the CONTRACT. Payments will be paid as follows, subject to the Owner's acceptance of work done:

Percent of Work Done (Amount)	Project Completion Date	Payment
100%		

2. **TIME OF PERFORMANCE:** OWNER shall provide written authorization to CONTRACTOR to commence

work. The CONTRACTOR agrees to commence work on the project within ten (10) calendar days after issuance by the Owner of a "Notice to Proceed". The CONTRACTOR agrees to complete work on the PROJECT within 90 consecutive calendar days after Notice to Proceed is issued. In the event the work to be performed as set forth is not completed as stated, the liquidated damages provision of this agreement shall apply in the amount of twenty five dollars (\$25.00) per day for each calendar day. If CONTRACTOR fails to commence work within 7 days of the date of the OWNER'S notification to commence, as extended by the ADMINISTRATOR OF CDBG FUNDS, the CONTRACTOR shall be assessed liquidated damages in favor of the ADMINISTRATOR OF CDBG FUNDS in the amount of one hundred dollars (\$100.00) per day for each calendar day in excess of the number of days, as provided herein, unless the ADMINISTRATOR OF CDBG FUNDS determines the delay is beyond the CONTRACTOR'S control. The ADMINISTRATOR OF CDBG FUNDS will have the right to consider the CONTRACTOR ineligible to bid future projects, and all Housing Assistance contracts approved, but for which Notices to Proceed have not been issued, may be considered null and void. If completion is delayed for reasons beyond the CONTRACTOR'S control, CONTRACTOR shall provide timely notice to the OWNER of the reasons for such delay. If such good cause is claimed by obligation to substantiate its claim by adequate documentation. In the event CONTRACTOR shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, OWNER shall have the right to declare CONTRACTOR in default. In such event, OWNER shall be responsible for providing written notice to CONTRACTOR by registered mail of such default. If CONTRACTOR fails to remedy such default within fifteen (15) calendar days of such notice, OWNER shall have the right to select a substitute CONTRACTOR. If the expense of finishing the work exceeds the unpaid balance on this Contract, the CONTRACTOR shall pay the difference to the OWNER.

If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, the ADMINISTRATOR OF CDBG FUNDS shall have the right to terminate this CONTRACTOR by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. Upon termination of a contract, the work accomplished in the specified manner under said contract shall be compensated for in a manner based upon the itemized bid submitted by the CONTRACTOR prior to the initiation of said contract.

3. WARRANTY: For good and valuable consideration, CONTRACTOR hereby agrees to provide a full one (1) year warranty to the OWNER, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the CONTRACTOR are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. CONTRACTOR and OWNER agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which OWNER or subsequent owners shall have given written notice to the CONTRACTOR, at its principal place of business, within one (1) year from the date of CONTRACTOR'S request for final payment, stating that all work under contract has been completed.

The CONTRACTOR agrees that before payment is made on a completed and approved PROJECT, the CONTRACTOR will furnish the OWNER and the ADMINISTRATOR OF CDBG FUNDS, (1) manufacturers warranties and/or guarantees on all warrantable products and materials installed in the PROJECT, including but not limited to: stream jets, dumping buckets, upward spray rings, fan jet sprays, fan sprays, water tents, water pillars, arch jets, airplane slide, powder coated seating benches and other splash pad related equipment. (2) CONTRACTOR'S warranty which is valid for one (1) year from the date of final payment.

The CONTRACTOR agrees to remedy any defects in the CONTRACTOR'S work and materials and any damage resulting there from which may appear within a period of one (1) year from the date of final acceptance of the work which is the date upon which final payment is made for the PROJECT. If the CONTRACTOR refuses to remedy defects or damage as determined by the ADMINISTRATOR OF CDBG FUNDS, the ADMINISTRATOR OF CDBG FUNDS will have the right to consider the CONTRACTOR ineligible to bid future projects of the CONTRACTOR, approved but for which Notices to Proceed have not been issued, may be considered null and void.

4. SCOPE OF WORK: The OWNER agrees that only the items listed in the CONTRACT and Description of Work are to be accomplished by the CONTRACTOR, acknowledges that it the CONTRACTOR reviewed the

CONTRACTOR'S Proposal and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake, and price (Appendix A). CONTRACTOR acknowledges the performance requirement established in the write up and warrants that all work undertaken will conform to said specifications. The OWNER and the CONTRACTOR agree that the City of Jonesboro Grants & Community Development Department shall make final determination of satisfactory performance of items required by the CONTRACT and the Description of Work with exception of permitted items. The OWNER agrees that upon successful completion of the PROJECT and issuance of a grant and/or a loan to pay for the cost of this PROJECT, he or she will use funds so provided to pay for the cost of the PROJECT. The OWNER agrees that he or she will provide notice of defects in workmanship or materials installed in the PROJECT within a reasonable period of time.

The CONTRACTOR will not be responsible for defects caused by acts of the occupants, by occupant's abuse, neglect or inadequate maintenance, or by Acts of God. Nothing contained herein shall limit the right of the OWNER to proceed by legal means to recover from the CONTRACTOR, or third parties other than the ADMINISTRATOR OF CDBG FUNDS, for damages to the premises or personal property located therein.

5. CHANGE ORDERS: OWNER and CONTRACTOR expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the City of Jonesboro. It is recognized by the parties that the ADMINISTRATOR OF CDBG FUNDS shall make a grant and/or loan to the OWNER which shall be used to pay in whole or in part the cost of the CONTRACT, subject to additions and deductions in written and signed change orders, as provided in the Work Description and Housing Specs of the CONTRACT. It is recognized by the parties that the ADMINISTRATOR OF CDBG FUNDS participation in this CONTRACT arises from a project of the ADMINISTRATOR OF CDBG FUNDS to promote the health, safety and welfare of the inhabitants of the City by providing incentives for the renovation, rehabilitation and new Construction of private housing, thereby assisting in the elimination of urban blight and deterioration and the social and police power problems created for the City and its inhabitants thereby. The contract will specify the total compensation and limit the sum of all Change Orders (CO) to a maximum of 15%. Compensation for each Change Order will be based on a Lump Sum Compensation for services rendered and negotiated prior to each Change Order being issued.

6. HOLD HARMLESS: The CONTRACTOR agrees that the ADMINISTRATOR OF CDBG FUNDS shall have the right to act for the OWNER in taking all actions necessary to insure the full and complete performance of the obligations of the CONTRACTOR under this CONTRACT. The CONTRACTOR agrees to hold the ADMINISTRATOR OF CDBG FUNDS harmless, defend and indemnify the OWNER, the ADMINISTRATOR OF CDBG FUNDS, and the City of Jonesboro from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or illness and from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses arising from CONTRACTOR'S Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the OWNER'S rehabilitation loan. CONTRACTOR is acting in the capacity of an independent CONTRACTOR with respect to the OWNER with reference to this contract.

The ADMINISTRATOR OF CDBG FUNDS shall have the authority as set forth in the preceding sentence and agrees that any and all claims which may arise in favor of the real property being rehabilitated by this CONTRACT and any and all claims arising on behalf of the OWNER individually shall be brought and pursued against the CONTRACTOR and shall not be pursued or otherwise prosecuted against the ADMINISTRATOR OF CDBG FUNDS, and further agrees that all sums disbursed by the ADMINISTRATOR OF CDBG FUNDS to the OWNER for the payment of all or a part of this CONTRACT shall be used for that purpose, according to the guidelines established by the ADMINISTRATOR OF CDBG FUNDS.

7. DEBARMENT: All contractors and subcontractors names' will be checked to verify that they are not found on the U.S. Department of Housing & Urban Development Government wide Debarment and Suspension list.

8. LIEN WAIVERS: CONTRACTOR agrees to protect, defend, and indemnify OWNER from any claims for unpaid work, labor, or materials with respect to CONTRACTOR'S Performance. Final payment shall not be

due until the CONTRACTOR has delivered to the OWNER complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the OWNER indemnifying him against any lien.

9. PERMITS AND CODES: CONTRACTOR agrees to secure and pay for all necessary permits and licenses required for CONTRACTOR'S Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any CONTRACTOR registration requirements.

10. REMOVAL OF DEBRIS: Upon completion of work, CONTRACTOR agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clear condition.

11. SUBCONTRACTORS: CONTRACTOR agrees that all the warranties contained herein shall apply to all work performed under the CONTRACT, including that performed by any Subcontractors.

12. RESOLUTION OF DISPUTES: All claims or disputes between the OWNER and CONTRACTOR arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the Arkansas Contractors Licensing Board unless the parties mutually agree otherwise. The OWNER and CONTRACTOR shall submit all disputes or claims, regardless of the extent of the work's progress, to the Arkansas Contractors Licensing Board (501-372-4661) and Better Business Bureau (800-482-8448) unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the CONTRACTOR, the arbitrator may award costs and attorney's fees in favor of the CONTRACTOR. If the award of the arbitrator is in a sum greater than that, which was offered in settlement by the OWNER, the arbitrator may award costs and attorney's fees in favor of the OWNER.

13. PROHIBITION OF KICKBACKS: Neither the CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the CONTRACTOR for which the attached Bid has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City of Jonesboro or any person interested in the proposed CONTRACT. No member of the City Council, or other Officer of the City of Jonesboro, or the Jonesboro Community Development Citizen Advisory Committee, or any person in the employ of the City or Citizen Advisory Committee is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof. The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

14. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

15. PROHIBITION OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining county approval of the application for such assistance.

16. ACKNOWLEDGEMENT: The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the OWNER, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the OWNER and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the OWNER.

17. INSURANCE: Contractor shall maintain all appropriate forms of insurance, but not limited to:

- 1. Worker's Compensation \$100,000 or Certificate of Non-Coverage
- 2. Comprehensive General Liability with limits of not less than \$100,000 per occurrence

Contractor shall hold OWNER harmless for any accident that may occur "on" or "to and from" the job site that, in any way, relates to subcontractor's work on the aforementioned project. Commencement of this project will not occur until contractor has provided proof of insured coverage.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

## EQUAL OPPORTUNITY PROVISIONS

1. CIVIL RIGHTS ACT OF 1964 COMPLIANCE

During the performance of this CONTRACT, the CONTRACTOR agrees to comply with the following requirements:

2. SECTION 503 HANDICAPPED COMPLIANCE (IF \$2,500 OR OVER)

During the performance of this CONTRACT, the CONTRACTOR agrees to comply with the following requirements:

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, promotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment of physically and mentally handicapped individuals.

(f) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will

be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contractor Compliance Programs may direct to enforce such provisions, including action for noncompliance.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974  
COMPLIANCE

During the performance of this CONTRACT, the CONTRACTOR agrees to comply with the following requirements:

- (a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- (b) Whenever the Secretary determines that a State or unit of general local government which is a recipient of assistance under this title has failed to comply with subsection (a) or an applicable regulation, he shall notify the Governor of such State or the Chief Executive Officer of such unit of local government of the noncompliance and shall request the Governor or the Chief Executive Officer to secure compliance. If within a reasonable period of time, not to exceed sixty (60) days, the Governor or the Chief Executive Officer fails or refuses to secure compliance, the Secretary is authorized to (1) refer the matter to the Attorney General with a recommendation that appropriate civil action be instituted; (2) exercise the powers and functions provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 d); (3) exercise the powers and functions provided for in Section III (A) of this Act; or (4) take such other action as may be provided by law.
- (c) When a matter is referred to the attorney General pursuant to subsection (b), or whenever he has reason to believe that a State Government or unit of general local government is engaged in a pattern or practice in violation of the provisions of this Section, the Attorney General may bring a civil action in any appropriate United States District Court for such relief as may be appropriate, including injunctive relief.

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

ADMINISTRATOR OF CDBG FUNDS: \_\_\_\_\_ Date: \_\_\_\_\_

BY:  
Emma Agnew  
Community Development Coordinator  
City of Jonesboro



## Legislation Details (With Text)

<b>File #:</b>	RES-13:141	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with City Youth Ministries
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">CYM 2013 Contract Agreement - Mentoring</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

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

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; City Youth Ministries (After School Mentoring) - \$10,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$10,000  
City Youth Ministries  
After School Mentoring

## **City of Jonesboro 2013 CDBG AGREEMENT City Youth Ministries**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **City Youth Ministries**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$10,000 to the City Youth Ministries Security & the Lighting improvement activities.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the City Youth Ministries by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for the after school mentoring project at the City Youth Ministries by the City of Jonesboro under this Agreement shall not exceed \$10,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

To address the youth in two high need areas: 1) academic achievement, and 2) leadership empowerment. Through these areas, students will receive training to become economically empowered as well as academically accountable and successful, so that they will become more productive citizens in the community.

D. Staffing

The following staff will be actively participating in program delivery:

Kim Shumpert

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
After School Mentoring	\$10,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	City Youth Ministries
Dept. of Grants & Community Development	Kim Shumpert, Executive Director
300 South Church Street, P.O. Box 1845	118 Burke Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 897-6227
Fax (870) 933-4626	Office (870) 932-9398

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 300 South Church Street in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;

- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the

following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when

dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



Legislation Details (With Text)

**File #:** RES-13:142    **Version:** 1    **Name:** 2013 CDBG HSCI public service program contract  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 8/22/2013    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HISPANIC SERVICES CENTER, INC. PUBLIC SERVICE PROGRAM CONTRACT  
**Sponsors:** Grants, Community Development  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [HISP 2013 Contract Agreement - Bridge Between Two Cultures](#)

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HISPANIC SERVICES CENTER, INC. PUBLIC SERVICE PROGRAM CONTRACT

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

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City’s Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Hispanic Community Services, Inc. (Bridge Between Two Cultures) - \$10,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$10,000  
Hispanic Services Center, Inc.  
Bridge Between Two Cultures

## City of Jonesboro 2013 CDBG AGREEMENT Hispanic Services Center, Inc.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Hispanic Services Center, Inc.**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### I. SCOPE OF SERVICE

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$10,000 to the Hispanic Services Center for the Bridge Between Two Cultures program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the Hispanic Center by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for salary reimbursement at the Hispanic Services Center, Inc. by the City of Jonesboro under this Agreement shall not exceed \$10,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

### A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Partial personnel support for Center HCSI's service organization and delivery, program dissemination and community outreach to Hispanic low income persons and/or families. These functions support individual and family self-sufficiency which, when successful, allows for job placement that supports the economic climate of our region.

D. Staffing

The following staff will be actively participating in program delivery:

Gina Gomez

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Director (salary)	\$5,000
Services Director (salary)	\$5,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Hispanic Community Services, Inc. (HCSI)
Dept. of Grants & Community Development	Ms. Gina Gomez, Executive Director
300 South Church Street, P.O. Box 1845	311 W. Huntington Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 926-1118
Fax (870) 933-4626	Office (870)-931-1884

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement

shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of

- said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

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

## 3. Client Data

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

## 4. Disclosure

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

## 5. Property Records

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

## 6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of

all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be

provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based

paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



## Legislation Details (With Text)

<b>File #:</b>	RES-13:143	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with Habitat for Humanity
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HABITAT FOR HUMANITY PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2012 Habitat PS Contract - Basic Life Skills</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HABITAT FOR HUMANITY PUBLIC SERVICE PROGRAM CONTRACT WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Habitat for Humanity (Basic Life Skills Training) - \$5,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$5,000  
Habitat for Humanity  
Basic Life Skills Training

## City of Jonesboro 2013 CDBG AGREEMENT Habitat for Humanity

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Habitat for Humanity**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### I. SCOPE OF SERVICE

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$5,000 to the Habitat for Humanity and the Basic Life Skills Training program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the Habitat for Humanity by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for the life skills training project at the Habitat for Humanity by the City of Jonesboro under this Agreement shall not exceed \$5,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

### A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Life skills training with various activities and variable outcomes in an effort to help LMI individuals develop basic life-skill habits.

D. Staffing

The following staff will be actively participating in program delivery:

MG Meyering

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Life Skills Training	\$5,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the

one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Habitat for Humanity
Dept. of Grants & Community Development	MG Meyering, Chief Executive Officer
300 South Church Street, P.O. Box 1845	517 West Thomas Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 897-7474
Fax (870) 933-4626	Office (870) 933-1660

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 300 South Church Street in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition

basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission

of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each incident.

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



Legislation Details (With Text)

**File #:** RES-13:144    **Version:** 1    **Name:** 2013 CDBG public service contract with Life Skills Center

**Type:** Resolution    **Status:** Recommended to Council

**File created:** 8/22/2013    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LIFE SKILLS CENTER PUBLIC SERVICE PROGRAM CONTRACT

**Sponsors:** Grants, Community Development

**Indexes:** Contract

**Code sections:**

**Attachments:** [2013 Life Skills Contract Agreement](#)

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LIFE SKILLS CENTER PUBLIC SERVICE PROGRAM CONTRACT WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City’s Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Life Skills Center (Life Skills for Autistic Individuals) - \$5,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$5,000  
Life Skills Center, Inc.  
Life Skills for Autistic Individuals

## City of Jonesboro 2013 CDBG AGREEMENT Life Skills Center, Inc.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Life Skills Center, Inc.**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### I. SCOPE OF SERVICE

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$5,000 to the Life Skills Center, Inc. for the life skills for autistic individuals program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the Life Skills Center, Inc. by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for salary reimbursement at the Life Skills Center by the City of Jonesboro under this Agreement shall not exceed \$5,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

### A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Life skills to be taught to individuals with Autism Spectrum Disorder and other developmental delays that manifest in problems such as reading, writing, organizational skills, learning skills, attention, coordination, and motor planning. Emphasis is placed on rates, help families and individuals increase self-sufficiency, avoid risky behaviors and engage in healthy activities, and improve the health of children through exercise and good/proper nutrition.

D. Staffing

The following staff will be actively participating in program delivery:

Joanne Steed

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Life Skills Teacher (part time)	\$5,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Life Skills Center, Inc.
Dept. of Grants & Community Development	Joanne Steed, Administrator
300 South Church Street, P.O. Box 1845	217 E. Cherry Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Office (870) 932-5551
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may

include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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





## Legislation Details (With Text)

<b>File #:</b>	RES-13:145	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with Out of the Dark
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OUT OF THE DARK PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013 Out of the Dark Contract Agreement</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OUT OF THE DARK PUBLIC SERVICE PROGRAM CONTRACT WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Out of the Dark (drug awareness/prevention) - \$5,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$5,000  
Out of the Dark, Inc.  
Enhancing Communities by Energizing  
Positive Youth Development

## **City of Jonesboro 2013 CDBG AGREEMENT Out of the Dark, Inc.**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Out of the Dark, Inc.**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$5,000 to Out of the Dark, Inc. for the Enhancing Communities by Energizing Positive Youth Development program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to Out of the Dark, Inc. by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for supplies, promotional/anti-drug products, equipment, printing, message posters, EAB advertising package, guest speaker/travel, and survey/data collation at the Out of the Dark, Inc. by the City of Jonesboro under this Agreement shall not exceed \$5,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Neighborhood revitalization and living environment will be enhanced by catalyzing youth, parents, and community members to address drug use in Jonesboro. By bringing Milton Creagh, a nationally known speaker to Jonesboro, we expect his presentation on drug use and issues confronting youth and families in our community to have a defining and energizing effect, thereby reducing and preventing drug use and reducing crime in Jonesboro.

D. Staffing

The following staff will be actively participating in program delivery:

Jean Strauser

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Supplies	
School products	
Equipment	
Printing	
Message Posters	
EAB Advertising Package	
Guest speaker/travel costs	
Survey & Data Collation	\$5,000 (overall total)

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Life Skills Center, Inc.
Dept. of Grants & Community Development	Jean Strauser, Vice President/Project Director
300 South Church Street, P.O. Box 1845	407 Union Street
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Office (870) 336-1755
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided

under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

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

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

#### I. Authorization to Enter Agreement

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

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with

the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

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

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

construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified

by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



## Legislation Details (With Text)

<b>File #:</b>	RES-13:146	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with NARAN
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NORTHEAST ARKANSAS REGIONAL AIDS NETWORK PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013 NARAN Contract Agreement</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NORTHEAST ARKANSAS REGIONAL AIDS NETWORK PUBLIC SERVICE PROGRAM CONTRACT

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

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Northeast Arkansas Regional Aids Network (Living Healthy with HIV) - \$5,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$5,000  
Northeast Arkansas Regional Aids  
Network  
Living Healthy with HIV

## **City of Jonesboro 2013 CDBG AGREEMENT Northeast Arkansas Regional Aids Network**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Northeast Arkansas Regional Aids Network**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$5,000 to Northeast Arkansas Regional Aids Network for the Living Healthy with HIV program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the Northeast Arkansas Regional Aids Network by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for a percentage of the case manager’s salary, an intern stipend, and direct financial client services (not to exceed \$150 per person) by the City of Jonesboro under this Agreement shall not exceed \$5,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Project designed to assist HIV+ individuals remain healthy by promoting proper nutrition, personal hygiene, sanitary environment and adherence with medical care.

D. Staffing

The following staff will be actively participating in program delivery:

Debbie Biazio

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Percentage of Case Manager salary	
Intern stipend	
Direct Financial Client Services	
Total	\$5,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Northeast Arkansas Regional Aids Network
Dept. of Grants & Community Development	Debbie Biazo, Executive Director
300 South Church Street, P.O. Box 1845	1000 S. Caraway Road, Ste. 110
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Office 870-931-4448
Fax (870) 933-4626	Cell 870-926-0565

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

#### H. Suspension or Termination

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

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

#### I. Authorization to Enter Agreement

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

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

#### B. Documentation and Record-Keeping

##### 1. Records to be Maintained

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

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

## 2. Retention

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

## 3. Client Data

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

## 4. Disclosure

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

## 5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

eligibility criteria and shall conform to the “changes in use” restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit

access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

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

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

business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



## Legislation Details (With Text)

<b>File #:</b>	RES-13:147	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with West End Neighborhood Association
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEST END NEIGHBORHOOD ASSOCIATION PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013 West End Assoc. Contract Agreement</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEST END NEIGHBORHOOD ASSOCIATION PUBLIC SERVICE PROGRAM CONTRACT

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

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; West End Neighborhood Association (Neighborhood Safety) - \$1,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$1,000  
West End Neighborhood  
Association  
Neighborhood Safety

## **City of Jonesboro 2013 CDBG AGREEMENT West End Neighborhood Association**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and the **West End Neighborhood Association**, (hereinafter referred to as the "Subrecipient").

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$1,000 to West End Neighborhood Association, Neighborhood Safety program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the West End Neighborhood Association by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for a neighborhood night out safety fair to the West End Neighborhood Association by the City of Jonesboro under this Agreement shall not exceed \$1,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Neighborhood Night-Out Safety Fair coordinated in an effort to stabilize the west end neighborhood through implementation of neighbor safety projects and behaviors.

D. Staffing

The following staff will be actively participating in program delivery:

Mary Ransone

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Supplies	
Equipment	
Printing	
Total	\$1,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$1,000.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	West End Neighborhood Association
Dept. of Grants & Community Development	Mary Ransone, Executive Director
300 South Church Street, P.O. Box 1845	P.O. Box 1002
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell 870-897-6726
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

#### H. Suspension or Termination

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

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

#### I. Authorization to Enter Agreement

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

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

#### B. Documentation and Record-Keeping

##### 1. Records to be Maintained

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

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

## 2. Retention

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

## 3. Client Data

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

## 4. Disclosure

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

## 5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

eligibility criteria and shall conform to the “changes in use” restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit

access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

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

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

business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



Legislation Details (With Text)

<b>File #:</b>	RES-13:148	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG public service contract with North Jonesboro Neighborhood Initiative
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NORTH JONESBORO NEIGHBORHOOD INITIATIVE PUBLIC SERVICE PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013 NJNI Contract Agreement</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NORTH JONESBORO NEIGHBORHOOD INITIATIVE PUBLIC SERVICE PROGRAM CONTRACT

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

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City’s Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; North Jonesboro Neighborhood Initiative (Resident Driven Placed Based Change Initiative) - \$37,500; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

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

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



\$37,500  
North Jonesboro Neighborhood  
Initiative  
Resident Driven Place-Based Change  
Initiative

## **City of Jonesboro 2013 CDBG AGREEMENT North Jonesboro Neighborhood Initiative**

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **North Jonesboro Neighborhood Initiative**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### **I. SCOPE OF SERVICE**

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$37,500 to North Jonesboro Neighborhood Initiative, resident driven place-based change initiative program.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the North Jonesboro Neighborhood Initiative by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for an AmeriCorps living allowance match, documentary, travel/training, job training/development, community outreach and 10% toward the NJNI Coordinator salary by the City of Jonesboro under this Agreement shall not exceed \$37,500.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).

- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

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

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

C. Levels of Accomplishment

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

Activity

Place-based resident driven change initiative.

D. Staffing

The following staff will be actively participating in program delivery:

Emma Agnew

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Americorps Living Allowance Match	\$14,520.
Documentary	\$3,000
Travel & Training	\$1,000
Job Training & Development	\$10,000
Community Outreach	\$3,898.77
NJNI Coordinator Salary	\$5,081.23
Total	<b><u>\$37,500</u></b>

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$37,500.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	North Jonesboro Neighborhood Initiative
Dept. of Grants & Community Development	Emma Agnew, NJNI Coordinator
300 South Church Street, P.O. Box 1845	300 S. Church Street
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Office (870) 336-7210
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the

activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with

the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

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

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

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

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

construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified

by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

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

**Subrecipient**

\_\_\_\_\_  
Executive Director

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



## Legislation Details (With Text)

<b>File #:</b>	RES-13:149	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG contract with City Youth Ministries
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SECURITY AND LIGHTING PROGRAM CONTRACT WITH CITY YOUTH MINISTRIES.				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">City Youth Min. 2013 Contract Agreement</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SECURITY AND LIGHTING PROGRAM CONTRACT WITH CITY YOUTH MINISTRIES.

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

WHEREAS, at the regular City Council meeting the Jonesboro City Council approved by Resolution RES-13:105 and by unanimous vote the City's 2013 Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following organization to carry out a stated portion of the programs described in this 2013 CDBG Annual Action Plan: City Youth Ministries in the amount of \$8,176.00 for facility security and lighting for youth center; and

WHEREAS, the source of funds for this project are provided by HUD 100%, are currently approved in the 2013 Action Plan, and are allocated in the 2013 budget for the City of Jonesboro; and

WHEREAS, the City desires City Youth Ministries to carry out and complete the projects described in the Scope of Services; and

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

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

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



\$8,176  
City Youth Ministries  
Security & Lighting

## City of Jonesboro 2013 CDBG AGREEMENT City Youth Ministries

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **City Youth Ministries**, (hereinafter referred to as the “Subrecipient”).

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

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

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

### I. SCOPE OF SERVICE

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$8,176 to the City Youth Ministries Security & Lighting improvement activities.
- The Department of Grants & Community Development retains the funds. The Subrecipient solicits three (3) written estimates for any rehabilitation to the center. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the City Youth Ministries by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for security and lighting for the project at the City Youth Ministries by the City of Jonesboro under this Agreement shall not exceed \$8,176.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

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

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity

Recordable security camera system to monitor the parking area and all outside entrances, as well as all inside areas, lessening liability and increasing North Jonesboro safety.

D. Staffing

The following staff will be actively participating in program delivery:

Kim Shumpert

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein may be extended to cover any additional time period required to complete activities described in I(C) above. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Security & Lighting	\$8,176

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$8,176.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	City Youth Ministries
Dept. of Grants & Community Development	Kim Shumpert, Executive Director
300 South Church Street, P.O. Box 1845	118 Burke Avenue
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 897-6227
Fax (870) 933-4626	Office (870) 932-9398

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed

on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 300 South Church Street in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;

- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of

all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity

exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each incident.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants

of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

Date: \_\_\_\_\_

**Subrecipient**

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_





## Legislation Details (With Text)

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<b>File #:</b>	RES-13:150	<b>Version:</b>	1	<b>Name:</b>	2013 CDBG contract with Foundation of Arts
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOUNDATION OF THE ARTS PROGRAM CONTRACT				
<b>Sponsors:</b>	Grants, Community Development				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">FOA 2013 Contract Agreement - public art</a>				

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOUNDATION OF THE ARTS PROGRAM CONTRACT  
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-13:105 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Foundation of Arts (Public Art Program) - \$15,000; and

WHEREAS, the City desires the sub-recipient to carry out and complete the project described in the Scope of Services; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services purposes in this AGREEMENT;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



\$15,000  
Foundation of Arts  
Public Art Program

## City of Jonesboro 2013 CDBG AGREEMENT The Foundation of Arts

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Foundation of Arts**, (hereinafter referred to as the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

### I. SCOPE OF SERVICE

The CDBG funding will be used to pay for service delivery and safety requirements in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$15,000 to the Foundation of Arts for the Public Arts Program master plan.
- The Department of Grants & Community Development retains the funds. The Subrecipient is to submit for reimbursement any costs incurred pertaining directly to budgeted items in the original proposal. Reimbursements will be made to the Foundation of Arts by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for any meeting space, contracted consultant, refreshments, advertising, printing/copying, office supplies, postage, data entry, data analyst, and graphic designer for the project at the Foundation of Arts by the City of Jonesboro under this Agreement shall not exceed \$15,000.00.
- If for any reason, any term of this Agreement is breached by the Subrecipient, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity

Development of a public art program master plan for the City of Jonesboro. Goals of this plan are to include the following:

- aid in the planning of a public arts program
- make public art inclusive of all cultures and histories and to survey/maintain existing artworks in the City's Collection;
- integrate public arts into each of the City's key development initiatives and community sectors and foster the adoption of a public arts policy as an integral component of the City's Vision
- determine the financial resources available to the city and to recommending means of financing the proposed program
- draft ordinances, policies, and procedures for the program
- involve the community in the process of public arts and develop awareness of the program and to using public arts to reinforce one's connection to each other and the community
- inventorying and suggesting sites for public arts programming and develop a first year project list
- create an administrative structure to facilitate multi-agency public arts partnerships such as how "crime hot spots" might be changed through the program
- include public arts in private development
- serving as a regional public art resource and clearinghouse
- identify and discuss issues fundamental to the success of the program
- implement and develop a complete and multi-faceted public arts program over the next 5 years

D. Staffing

The following staff will be actively participating in program delivery:

Karl Hollander

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein may be extended to cover any additional time period required to complete activities described in I(C) above. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Public Arts Program	\$15,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$15,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 300 South Church Street in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Foundation of Arts
Dept. of Grants & Community Development	Karl Hollander, Executive Director
300 South Church Street, P.O. Box 1845	1300 South Church St.
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 336-7211	Cell (870) 253-6550
Fax (870) 933-4626	Office (870)-935-2726

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker’s Compensation

The Subrecipient shall provide Workers’ Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 300 South Church Street in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work

Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the

Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each incident.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

**City of Jonesboro**

\_\_\_\_\_  
Harold Perrin, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Phillip Crego, City Attorney

Date: \_\_\_\_\_

**Subrecipient**

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_



Legislation Details (With Text)

**File #:** RES-13:152    **Version:** 1    **Name:** Apply for 2014 Outdoor Recreation Grant  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 8/23/2013    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**

**Title:** RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT TO APPLY FOR THE 2014 OUTDOOR RECREATION 50/50 MATCH GRANT PROGRAM FROM THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM.

**Sponsors:** Grants

**Indexes:** Grant

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/27/2013	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT TO APPLY FOR THE 2014 OUTDOOR RECREATION 50/50 MATCH GRANT PROGRAM FROM THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM.

Whereas, the 2014 Outdoor Recreation 50/50 match grant is an up to \$500,000 grant that will be utilized to fund the Miracle League project at Southside Ball Park; and

Whereas, said grant is 50% federally funded and 50% local match; and

Whereas, the local match will be funded through other grants from private foundations, local business cash donations, and in-kind support of donated labor and materials.

Therefore, be it resolved by City Council of the City of Jonesboro that:

Section1: The City of Jonesboro Grants Department will apply for the 2014 Outdoor Recreation 50/50 match grant program where the 50% local match will be funded by private grants, and cash and in-kind donations from the local business community; and

Section 2: If the City of Jonesboro is awarded said grant, the Grants Department will return to Council for approval of said grant agreement.



## Legislation Details (With Text)

<b>File #:</b>	ORD-13:030	<b>Version:</b>	1	<b>Name:</b>	Amend Code of Ordinances related to taxi cab services
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	First Reading
<b>File created:</b>	7/10/2013	<b>In control:</b>		<b>In control:</b>	Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO AMEND ORDINANCES RELATING TO TAXI CAB SERVICES OPERATING IN THE CITY OF JONESBORO				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 42 - Licenses, Permits & Misc. Business Regulations				
<b>Attachments:</b>	<a href="#">Taxicab Operator Application</a> <a href="#">Taxicab Operating Condition Checklist</a> <a href="#">Taxicab Drivers Certificate</a>				

Date	Ver.	Action By	Action	Result
8/20/2013	1	Public Safety Council Committee		

### AN ORDINANCE TO AMEND ORDINANCES RELATING TO TAXI CAB SERVICES OPERATING IN THE CITY OF JONESBORO

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to ensure that all taxicabs operating in the City of Jonesboro are in safe operating condition, and

WHEREAS, Ordinance 42-77(b), Ordinance 42-78, and Ordinance 42-82 contain language regarding state inspections which is obsolete and needs to be amended.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION ONE: That Ordinance 42-77(b) shall be deleted and replaced with the following language:

"No operator shall operate and no driver shall drive a taxicab which is in an unsanitary condition or is mechanically unsafe. The Mayor, or his designated agent, is hereby authorized to order any operator and/or driver to immediately discontinue the use of any vehicle as a taxicab until specific, designated unsanitary conditions have been remedied and/or until such vehicle is in sufficient mechanical condition to be successfully reinspected. In the event the Police Chief is designated by the Mayor in this capacity, the Police Chief may delegate to any certified police officer the ability to immediately withdraw an operator's license until reinspection occurs. The provisions of this section shall be in addition to any other penalty or remedy provided for in this article."

SECTION TWO: That Ordinance 42-78 shall be deleted in its entirety and replaced with the following language:

"It shall be unlawful for any person to operate any taxicab in the City of Jonesboro unless it has a valid inspection issued by the Jonesboro Police Department certifying that the taxicab has been duly inspected and that it is in safe operating condition and that all of the required equipment is in good repair. Said inspections

shall be done annually on each taxicab in operation."

SECTION THREE: That Ordinance 42-82(c) shall be amended as follows:

In the first sentence of the subsection the language "within five days and no more than ten days from the application." shall be deleted and replaced with "within fourteen business days from the date of the application."

**Jonesboro Police Department**  
**Taxicab Operator Application Ord. 42-82**

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Address of Applicant: \_\_\_\_\_

Fingerprint Card Submitted to State – Date: \_\_\_\_\_

One copy for submission to state

One copy for PD application file

Fingerprint Card Return – Date: \_\_\_\_\_

Photo of Driver – (3x5 or larger)

One copy for applicant

One copy for PD application file

Copy of current valid drivers license

Copy of vehicle insurance - coverage for minimum of 6 months

Copy of Criminal History

Application Approved                      Date \_\_\_\_\_

Application Denied                         Date \_\_\_\_\_

Notified by regular mail within 10 days if application is denied or delayed.

\_\_\_\_\_  
Officer Signature

# Jonesboro Police Department

## Taxicab Operating Condition Checklist *Ord. 42-77*

Taxi Business Name & Taxi Number \_\_\_\_\_

Annual Inspection: Date \_\_\_\_\_

Re-inspection for Violation: Date \_\_\_\_\_

Taxicab is less than 8 years old (limousine exemption)  Pass  Fail

Head lights  Pass  Fail

Tail lights  Pass  Fail

Brake lights  Pass  Fail

Turn signals  Pass  Fail

Lighted taxi ID sign centered on roof  Pass  Fail

Business name & taxi number displayed - Left Side - Right Side - Rear  Pass  Fail

Tires  Pass  Fail

Horn  Pass  Fail

Muffler  Pass  Fail

Rearview mirror  Pass  Fail

Windshield wipers  Pass  Fail

For Hire license plate  Pass  Fail

Brakes  Pass  Fail

Vehicle is clean inside  Pass  Fail

Vehicle is clean outside  Pass  Fail

Other necessary health, safety and welfare component(s): \_\_\_\_\_

\_\_\_\_\_  Pass  Fail

Taxi is in a good and safe overall operating condition  Pass  Fail

**Passes Inspection**  **Fails Inspection** \_\_\_\_\_

# Jonesboro Police Department Taxicab Driver's Certificate

\_\_\_\_\_ is hereby authorized by the Jonesboro Police Department to operate a taxicab in the City of Jonesboro, Arkansas, beginning \_\_\_\_\_, 200\_\_\_\_, and continuing until said permit shall be relinquished by the driver or revoked by the Jonesboro Police Department.

By: \_\_\_\_\_ Jonesboro Police Department      Date: \_\_\_\_\_

Authorized Operator's Signature: \_\_\_\_\_

Authorized Operator's Printed Full Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	ORD-13:034	<b>Version:</b>	1	<b>Name:</b>	Contract with Grace Communications to install a tower on Strawfloor
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	First Reading
<b>File created:</b>	7/11/2013	<b>In control:</b>		<b>In control:</b>	Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO CONTRACT WITH GRACE COMMUNICATIONS TO INSTALL THE RADIO COMMUNICATIONS TOWER ON STRAWFLOOR ROAD				
<b>Sponsors:</b>	E911				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract.pdf</a> <a href="#">Statement of Work Jonesboro.pdf</a>				

Date	Ver.	Action By	Action	Result
8/20/2013	1	Public Safety Council Committee		

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO CONTRACT WITH GRACE COMMUNICATIONS TO INSTALL THE RADIO COMMUNICATIONS TOWER ON STRAWFLOOR ROAD

WHEREAS, the City of Jonesboro needs to install a new radio control tower on Strawfloor Road which will work with the existing system used by several City departments;

WHEREAS, the current system was programmed by Grace Communications and all systems need to operate together. If another company is used for the installation of this tower, all existing programming would have to be redone at a significant additional expense to the City;

WHEREAS, said services can be obtained from Grace Communications at a cost of \$25,611.56, a copy of said contract, invoice, and statement of work is attached.

WHEREAS, funding for the execution of the contract shall come from capital improvements budget and compensation shall be paid in accordance with the contract.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: That the City Council in accord with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the Purchasing Officer to purchase the above described services for the price set forth above.

SECTION 2: It is further found that due to the immediate need to acquire these services and install this tower, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health, and safety shall take effect from and after its passage and approval.



## CITY OF JONESBORO, ARKANSAS

PROJECT; RADIO TOWER CONTROL BUILDING SETUP & INSTALL RADIO SYSTEM LOCATED ON STRAWFLOOR ROAD JONESBORO, ARKANSAS.

### 1. PARTIES;

The parties to this contract are the City of Jonesboro/ E911 Department, A city operated department and Grace Communications of Jonesboro, Ar, an authorized Motorola support group.

### 2. SCOPE OF SERVICES:

Install radio components and hardware for a control building located on Straw floor RD. Jonesboro, Arkansas.

The services to be provided by contractor (Grace Communications) See statement of work

Attachment A:

### 3. PAYMENT:

Payment for services shall be paid in full after completion and inspection of work, including the testing of the system.

A. Maximum Payment for contract \$ 25,611.56 for parts & labor per proposal dated June 17 2013 from Grace Communications of Jonesboro Arkansas per Brian Vosburg Manager. 870-275-7330.

### 4. COMPLETION OF WORK DATE:

Project is dependent on other vendors & weather for completion estimated time of completion will be October 15 2013. If work is not completed by said date, Grace Communications agrees to submit reports for delays to the E911 Director Jeff L. Presley. The City of Jonesboro may allow extensions of time for project, for valid delays, including weather and equipment deliveries.

\_\_\_\_\_  
GRACE COMMUNICATIONS

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY OF JONESBORO

\_\_\_\_\_  
DATE

# Statement of Work

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Jonesboro and the task to be performed by Grace Communications, Inc. in order to implement the scope of work detailed in this SOW in accordance to the pre-designed Fleetmap and System As-Built. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation by October 15, 2013.

## Project Planning

- Conduct a project kickoff meeting.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the project schedule with the Customer to address upcoming milestones and or events.

## Grace Communications, Inc. Responsibilities

- Meet with the Customer project manager
- Review the operation requirement and the impact of those requirements on varicose equipment configurations.
- Establish a defined baseline for the system design and re-location and identify any special product requirements and their impact on the system implementation
- Discuss the proposed Cutover Plan and methods to minimize system downtime.
- Provide Customer with System and Site Shelter drawings
- Provide a list of necessary parts and materials in accordance with system design and relocation.
- Provide and install system grounding in accordance to R-56 Standards & Guidelines for Communications sites.
- Stage new Site Shelter for Capacity Plus TRBO trunking system to minimize system downtime.
- Relocate Capacity Plus TRBO trunking system to new site shelter.
- Optimize system and subscribers to Motorola specs and System Fleetmap.

## Customer Responsibilities

- Designate a key person as a point of contact (POC).
- Frequency Licensing and Interference:
  - As mandated by the FCC, the Customer, as the licensee. Has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. The customer responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.
- Provide and Install recommended amount of 115 VAC grounded electrical outlets rated at 20 AMPS and 30 AMPS in site shelter.
- Provide and install recommended amount of internal and external lighting fixtures at site shelter
- Provide Tower Crew to install all required Feedlines, Antennas, and tower mounted equipment.



## Legislation Details (With Text)

**File #:** ORD-13:036    **Version:** 1    **Name:** Amend Code of Ordinances regarding animals  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 7/15/2013    **In control:** Public Safety Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO AMEND CHAPTER 10 KNOWN AS THE ANIMALS ORDINANCE PROVIDING FOR CHANGES IN THE ENFORCEMENT AND RULES AND DECLARING AN EMERGENCY TO PROVIDE CLARITY IN THE EXISTING ORDINANCES  
**Sponsors:** Planning, Police Department, Code Enforcement  
**Indexes:** Code of Ordinances amendment  
**Code sections:** Chapter 10 - Animals  
**Attachments:**

Date	Ver.	Action By	Action	Result
8/20/2013	1	Public Safety Council Committee		
7/30/2013	1	Public Safety Council Committee	Tabled	Pass

AN ORDINANCE TO AMEND CHAPTER 10 KNOWN AS THE ANIMALS ORDINANCE PROVIDING FOR CHANGES IN THE ENFORCEMENT AND RULES AND DECLARING AN EMERGENCY TO PROVIDE CLARITY IN THE EXISTING ORDINANCES  
WHEREAS THE CITY OF JONESBORO DESIRES TO PROMOTE A HEALTHY ENVIRONMENT BY PREVENTING PUBLIC NUISANCE CAUSED BY ODOR OR THE ATTRACTION OF UNDESIRABLE RODENTS OR INSECTS.

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

IT SHALL BE UNLAWFUL FOR ANY PERSON TO KEEP ANY ANIMAL IN SUCH A MANNER AS TO ENDANGER THE PUBLIC HEALTH BY THE ACCUMULATION OF ANIMAL WASTE WHICH CAUSES FOUL AND OFFENSIVE ODORS ARE CONSIDERED TO BE A HAZARD TO OTHER ANIMALS OR HUMAN BEINGS.

SECTION I: CHAPTER 10-12 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 10-12. - Animal waste removal and disposal from properties.

- (a) *Purpose.* To require the removal and disposal of animal feces deposited without permission on public and private property so as to protect public health, safety, and welfare, and to prescribe penalties for failure to comply.
- (b) *Violation.* A violation occurs when an owner or custodian of an animal fails to immediately remove and to properly dispose of feces deposited by their animal on any public street, sidewalk, gutter, park or other publicly owned property or private property unless the owner of the property has given permission allowing such use of the property. Proper feces disposal shall be executed in accordance with "Chapter 54 - Solid Waste, Division 1 - Generally, Section 54-44 - Animal Waste"
- (c) *Exemptions.* This section shall not apply to visually impaired persons who have charge, control,

or use of guide dogs or persons using animals in conjunction with activities of law enforcement.

(d) *Enforcement.* Representatives of the Police Department shall enforce the provisions of this chapter. Police Officers, Animal Control Officers and Code Enforcement Officers shall have the authority to issue citation(s) to person(s) violating the provisions of this chapter within the Officers presence. If the Officer does not view the occurrence of the violation, the Officers will then advise the complaining property owner on an affidavit process and assist the complainant with any documentation received by this office.

(e) *Penalty.* Any person(s) who is found to be in violation of the provisions of this ordinance section shall be subject to a fine of \$75.00 for each occurrence.

SECTION II: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION III: It is further found that due to the immediate need to provide clarity to the existing ordinances, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, shall take effect from and after its passage and approval.



Legislation Details (With Text)

**File #:** ORD-13:049    **Version:** 1    **Name:** Abandonment of a part of Craighead Road (Tract A)  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 8/22/2013    **In control:** City Council  
**On agenda:**    **Final action:**

**Title:** AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNERS KUM & GO, L.C., TROPHY WIFE HOLDING LLC, AND FIRST PRESBYTTERIAN CHURCH OF JONESBORO, ARKANSAS, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

**Sponsors:**

**Indexes:** Abandonment

**Code sections:**

**Attachments:** [Exhibit A](#)  
[Planning & Engineering Letter](#)  
[Utility Letters](#)  
[Petitions](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNERS KUM & GO, L.C., TROPHY WIFE HOLDING LLC, AND FIRST PRESBYTTERIAN CHURCH OF JONESBORO, ARKANSAS, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

BE IT ORDAINED by the City Council of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to Craighead Road designated as follows:

DESCRIPTION:

LEGAL DESCRIPTION - R/W ABANDONMENT (TRACT A)

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK F OF SAID REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH CULBERHOUSE STREET; THENCE SOUTH 01°09'59" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY, 60.04 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF MELTON MANOR ADDITION TO THE CITY OF JONESBORO, ARKANSAS; THENCE SOUTH 89°03'41" WEST, ALONG SAID SOUTH LINE, 523.04 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF CRAIGHEAD ROAD (PLATTED 80' R/W);

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 625.67 FEET, THROUGH A CENTRAL ANGLE OF 25°17'49" AND HAVING A CHORD WHICH BEARS NORTH 76°24'45" EAST, 274.01 FEET FROM LAST SAID POINT; THENCE NORTH 89°03'41" EAST, ALONG THE SOUTH LINE OF AFORESAID BLOCK F, 257.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.474 ACRES OR 20647 SQUARE FEET MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS -OF-WAY OF RECORD.

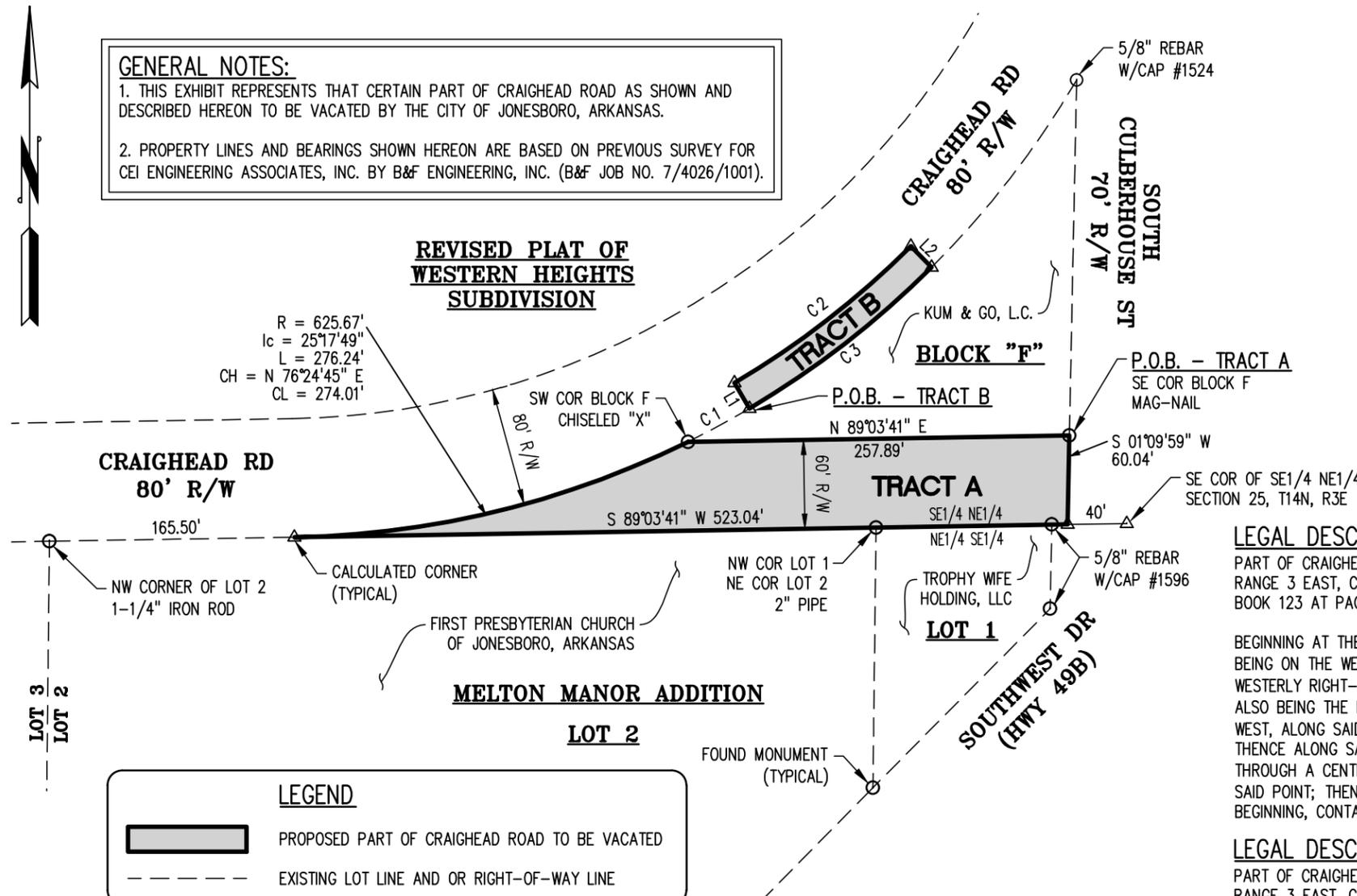
SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead county, Arkansas and shall be filed in the Deed Records of such office.

**GENERAL NOTES:**

1. THIS EXHIBIT REPRESENTS THAT CERTAIN PART OF CRAIGHEAD ROAD AS SHOWN AND DESCRIBED HEREON TO BE VACATED BY THE CITY OF JONESBORO, ARKANSAS.
2. PROPERTY LINES AND BEARINGS SHOWN HEREON ARE BASED ON PREVIOUS SURVEY FOR CEI ENGINEERING ASSOCIATES, INC. BY B&F ENGINEERING, INC. (B&F JOB NO. 7/4026/1001).



**REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION**



R = 625.67'  
 Ic = 25°17'49"  
 L = 276.24'  
 CH = N 76°24'45" E  
 CL = 274.01'



**VICINITY MAP**  
N.T.S.

**LEGAL DESCRIPTION - R/W ABANDONMENT (TRACT A)**

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**LEGAL DESCRIPTION - R/W ABANDONMENT (TRACT B)**

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK F OF SAID REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION, SAID POINT BEING ON THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY OF CRAIGHEAD ROAD (PLATTED 80' R/W); THENCE 47.29 FEET ALONG A CURVE TO THE LEFT ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY, HAVING A RADIUS OF 625.67 FEET, THROUGH A DELTA ANGLE OF 04°19'50", AND HAVING A CHORD WHICH BEARS NORTH 61°35'56" EAST, 47.28 FEET FROM LAST SAID POINT TO THE POINT OF BEGINNING; THENCE ALONG PROPOSED NEW SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CALLS: 1) NORTH 30°33'59" WEST, 20.00 FEET; 2) 150.09 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 605.72 FEET, THROUGH A CENTRAL ANGLE OF 14°17'30" AND HAVING A CHORD WHICH BEARS NORTH 52°17'14" EAST, 150.70 FEET FROM LAST SAID POINT; AND 3) SOUTH 44°51'33" EAST, 20.00 FEET TO AFORESAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY OF CRAIGHEAD ROAD; THENCE 156.08 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 625.67 FEET, THROUGH A CENTRAL ANGLE OF 14°17'33", AND HAVING A CHORD WHICH BEARS SOUTH 52°17'14" WEST, 155.67 FEET FROM LAST SAID POINT TO THE POINT OF BEGINNING, CONTAINING 0.071 ACRES OR 3072 SQUARE FEET MORE OR LESS.

**LEGEND**

PROPOSED PART OF CRAIGHEAD ROAD TO BE VACATED

EXISTING LOT LINE AND OR RIGHT-OF-WAY LINE

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 30°33'59" W	20.00'
L2	S 44°51'33" E	20.00'

**CURVE TABLE**

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	625.67	04°19'50"	47.29	N 61°35'56" E	47.28
C2	605.72	14°17'30"	151.09	N 52°17'14" E	150.70
C3	625.67	14°17'33"	156.08	S 52°17'14" W	155.67



	BY	DATE
Design		
Drawn	BJH/CJM	8/13
Checked		
Survey	TAW	4/13
Flid.Bk.No.	2091	

**B&F ENGINEERING, INC.**

928 AIRPORT ROAD, HOT SPRINGS, ARKANSAS 71913  
 (PH) 501-767-2366 (FAX) 501-767-6859

**EXHIBIT A**  
**CRAIGHEAD ROAD ABANDONMENT**  
**CEI ENGINEERING ASSOCIATES, INC.**  
**JONESBORO ARKANSAS**

08/28/13

JOB NO.: 7-4026-1002  
 ACAD NO.: 004  
 SCALE: 1" = 100'  
 DATE: AUGUST, 2013



August 14, 2013

Nathan Streett, RLA  
Project Manager  
CEI  
3108 S.W. Regency Parkway, Suite 2  
Bentonville, AR 72712

RE: Right-of-way Abandonment  
Craighead Road

Dear Mr. Streett,

The City of Jonesboro Engineering\Planning Department concurs with the abandonment of the portion of Craighead Rd as described as "Tract A" on "Exhibit A" Craighead Road Abandonment" Job No. 7-4026-1002 dated June 12, 2013. However the Engineering\Planning Department does not concur with the abandonment of the portion of Craighead Rd as described as "Tract B" for the following reasons:

1. According to the City of Jonesboro Master Street Plan, Craighead Road is functionally classified as a local street. Per City code, local streets are to have a minimum right-of-way of 60 feet. This abandonment will reduce the right-of-way below this lower limit;
2. Alternatives to this abandonment are available , such as:
  - a. Obtain variances for a reduction in building setback requirements.
  - b. Enter an agreement to improve the public right-of-way on Craighead Road for their use to offload fuel; and
3. Per zoning code resolution, the abandonment petition requires a variance approval by the board of adjustment.

If you have any questions or comments please, feel free to contact me at the above reference number.

Sincerely,

Craig Light, PE CFM  
City Engineer

Otis Spriggs, AICP  
Planning Director



**Cindy Cole**  
AT&T Arkansas  
Mgr.-OSP Ping & Engr Design  
Engineering

723 South Church Street  
Jonesboro, AR 72401  
Phone: (870) 972-7600 Ph  
Fax: (870) 972-7558 Fax  
cc3290@att.com

July 1, 2013

City of Jonesboro  
Attn: Engineering Department  
307 Vine Street  
Jonesboro, AR 72401

Gentlemen:

Kum & Go has asked AT&T to concur in the relinquishment of our interest in the right-of-way of a part of Craighead Road so that they may tear down their present structure and build a much larger building at this location. Please see the attached plat that shows Tracts A and B.

AT&T has working cables within this right-of-way; however, we will concur with Kum & Go's request SUBJECT TO AND CONDITIONED UPON the dedication of a temporary easement five feet (5') on either side of our existing facilities, as currently placed. Also subject to this concurrence is the dedication by Kum & Go of a permanent easement for our facilities, which must be in place and shown on a recorded plat, at the time our facilities are to be relocated.

Questions regarding these facilities should be referred to me. Questions concerning this concurrence and the dedication of a permanent easement can be referred to our right-of-way manager, Lynda Palmer at 501-373-5255 ([lynda.palmer@att.com](mailto:lynda.palmer@att.com)).

Sincerely,

A handwritten signature in cursive script that reads "Cindy Cole".

Attachment:



CenterPoint Energy  
401 W. Capitol Avenue, Suite 600  
Little Rock, AR 72201  
CenterPointEnergy.com

July 29, 2013

Ms. Siobhan Harman  
Site Development Manager  
Kum & Go  
6400 Westown Parkway  
West Des Moines, IA 50266

RE: Kum & Go #390

Dear Ms. Harman:

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Gas ("CenterPoint") was recently contacted by you regarding the relocation of CenterPoint's natural gas distribution facilities located at Old Craighead Road and Culberhouse Street (the "Subject Property"). CenterPoint has also been asked to indicate its lack of objection to the City of Jonesboro's vacation of the public right of way currently located on the same property.

CenterPoint has estimated the cost of relocating the facilities on the Subject Property to be approximately \$23,677. CenterPoint is willing to relocate said facilities subject to the agreement of Kum & Go to fully reimburse CenterPoint for any and all actual costs associated with the relocation. The estimated cost of relocation would be due prior to the start of construction, and any actual costs above and beyond the estimated cost would be invoiced to Kum & Go following completion of the project.

Once CenterPoint's facilities are relocated outside the public utility easement, CenterPoint has no objection to the vacation of such public utility easement.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter L. Bryant".

Walter L. Bryant  
Division VP – Regional Operations  
CenterPoint Energy



*Owned by the Citizens of Jonesboro*

August 5, 2013

City of Jonesboro  
Attn: Engineering Department  
307 Vine St.  
Jonesboro, AR 72401

Re: Kum & Go – Culberhouse/Southwest Dr.  
R-O-W Abandonment

Gentlemen:

Kum & Go has requested CWL to relinquish our interest in the right-of-way for the above mentioned project due to proposed demolition/new construction. Please see attached plat showing Tracts A & B.

CWL has existing overhead power lines, poles and anchors in this right-of-way which CWL has been requested to abandon. CWL will agree to abandonment of the existing right-of-way, **SUBJECT TO AND CONDITIONED UPON SATISFACTION OF THE FOLLOWING CONDITIONS:** (1) simultaneous abandonment by the City of Jonesboro of the street right-of-way; (2) grant from all necessary property owners of record to CWL of a temporary easement ten feet (10') on each side of the present location of CWL's utilities in order to allow CWL to continue to provide services to its customers. Please note the timing of the abandonment and relocation of the easements and utilities by CWL is crucial and dependent on customer load. CWL must therefore approve the timing of the relocation; (3) payment by Kum & Go of all fees, costs and expenses associated with the relocation of CWL utilities, including relocation of overhead lines, poles and anchors; and (4) grant of permanent easements to CWL from Kum & Go and all other owners of record of the Kum & Go and First Presbyterian Church properties as is necessary for the relocation of the above described CWL utilities, all as reflected on a recorded plat.

Questions regarding these facilities should be referred to Karen Mangum, Engineering Services Supervisor (870-930-3326) or Susan Merideth, Acting Engineering Services Director (870-930-3321).

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald L. Bowen", written over a white background.

Ronald L. Bowen  
Manager, City Water & Light

Attachments

Cc: Nathan Streett  
CEI

Ronald L. Bowen, MANAGER  
**CITY WATER AND LIGHT** • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581

# UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company

Suddenlink

Date

6/13/13

Requested Vacation

Street

I have been notified of the petition to vacate the following described as follows:

Craighead Rd Right of Way

Legal Description

See Attached

UTILITY COMPANY COMMENTS (Send release form to the applicant's provided address on Company Letterhead).

- 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.

Describe reasons for objection or easements to be retained

We have Fiber Optics, Trunk & Feeder ON these Poles (CWL) & if we have to recreate ANY of our lines CEI or customer will be responsible for 100% of cost.

Signature of Utility Company Representative

Title

Construction Planner

**Note:** This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.

**UTILITY RELEASE FORM**

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company

Ritter Communications

Date

6/13/13

Requested Vacation

Street

I have been notified of the petition to vacate the following described as follows:

Craighead Rd right-of-way

Legal Description

See attached

UTILITY COMPANY COMMENTS (Send release form to the applicant's provided address on **Company Letterhead**).

- 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.

Describe reasons for objection or easements to be retained

Alice Martin  
Signature of Utility Company Representative

Project Engr II  
Title

**Note: This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.**

## **PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

### **PETITION TO VACATE STREET RIGHT-OF-WAY**

We, the undersigned, being all the owners of the real estate adjacent to the right-of-way to be vacated hereinafter sought to be abandoned and vacated, lying in Craighead Road, Jonesboro, Arkansas, a municipal corporation, petition to vacate a right-of-way which is described as follows:

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#### **Legal Description – Right-of-Way Abandonment – Tract B**

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BEARS NORTH 53°14'04" EAST, 150.03 FEET FROM LAST SAID POINT; AND 3) SOUTH 44°51'33" EAST, 21.50 FEET TO AFORESAID EXISTING SOUTHEASTERLY RIGH-OF-WAY OF CRAIGHEAD ROAD; THENCE 156.08 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 625.67 FEET, THROUGH A CENTRAL ANGLE OF 14°17'33", AND HAVING A CHORD WHICH BEARS SOUTH 52°17'14" WEST, 155.67 FEET FROM LAST SAID POINT TO THE POINT OF BEGINNING, CONTAINING 0.081 ACRES OR 3520 SQUARE FEET MORE OR LESS.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 6th day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

Kum & Go, L.C.  
6400 Westown Parkway  
West Des Moines, IA 50266

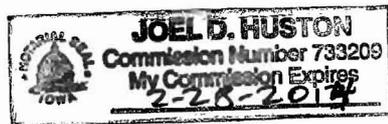
Siobhan Harman  
Printed Name

Siobhan Harman  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 6th day of August, 2013.



[Signature]  
Notary

Expiration Date: \_\_\_\_\_

**PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

**PETITION TO VACATE STREET RIGHT-OF-WAY**

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Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 14 day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

First Presbyterian Church of Jonesboro, Arkansas  
710 Southwest Dr.  
Jonesboro, AR 72401

by   
Chris Jones, Moderator of Session

by   
Sandra Puryear, Clerk of Session

**ACKNOWLEDGMENT**

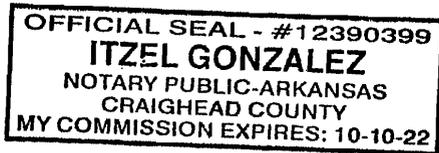
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, Chris Jones & Sandra Poyant to me well known as the grantor in the foregoing deed and stated that he had executed the same for the consideration and purposes therein contained.

**WITNESS** my hand and official seal this August 14<sup>th</sup>, 2013.

Itzel Gonzalez  
Notary Public

My commission expires: 10-10-22



**PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

**PETITION TO VACATE STREET RIGHT-OF-WAY**

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Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 12<sup>th</sup> day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

Trophy Wife Holding, LLC  
700 Southwest Dr.  
Jonesboro, AR 72401

Jeff Simman  
Printed Name

  
Signature

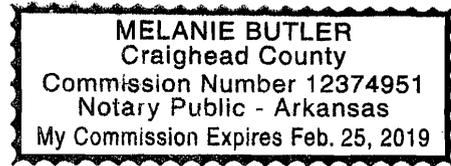
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 2013.

  
Notary

Expiration Date: 2-25-19





## Legislation Details (With Text)

<b>File #:</b>	ORD-13:050	<b>Version:</b>	1	<b>Name:</b>	Abandonment on Craighead Road (Tract B)
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	First Reading
<b>File created:</b>	8/22/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNER(S) KUM & GO, L.C CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.				
<b>Sponsors:</b>					
<b>Indexes:</b>	Abandonment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Exhibit A</a> <a href="#">Planning &amp; Engineering Letter</a> <a href="#">Utility Letters</a> <a href="#">Petitions</a>				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO VACATE AND ABANDON A PART OF CRAIGHEAD ROAD BY THE PROPERTY OWNER(S) KUM & GO, L.C CRAIGHEAD COUNTY, JONESBORO, ARKANSAS. BE IT ORDAINED by the City Council of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to Craighead Road designated as follows:

### DESCRIPTION:

LEGAL DESCRIPTION - R/W ABANDONMENT (TRACT B)  
PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK F OF SAID REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION, SAID POINT BEING ON THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY OF CRAIGHEAD ROAD (PLATTED 80' R/W); THENCE 47.29 FEET ALONG A CURVE TO THE LEFT ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY, HAVING A RADIUS OF 625.67 FEET, THROUGH A DELTA ANGLE OF 04°19'50", AND HAVING A CHORD WHICH BEARS NORTH 61°35'56" EAST, 47.28 FEET FROM LAST SAID POINT TO THE POINT OF BEGINNING; THENCE ALONG PROPOSED NEW SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CALLS: 1) NORTH 30°33'59" WEST, 20.00 FEET; 2) 150.09 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 605.72 FEET, THROUGH A CENTRAL ANGLE OF 14° 17'30" AND HAVING A CHORD WHICH BEARS NORTH 52°17'14" EAST, 150.70 FEET FROM LAST SAID POINT; AND 3) SOUTH 44°51'33" EAST, 20.00 FEET TO AFORESAID EXISTING

SOUTHEASTERLY RIGTH-OF-WAY OF CRAIGHEAD ROAD; THENCE 156.08 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 625.67 FEET, THROUGH A CENTRAL ANGLE OF 14° 17'33", AND HAVING A CHORD WHICH BEARS SOUTH 52°17'14" WEST, 155.67 FEET FROM LAST SAID POINT TO THE POINT OF BEGINNING, CONTAINING 0.071 ACRES OR 3072 SQUARE FEET MORE OR LESS.

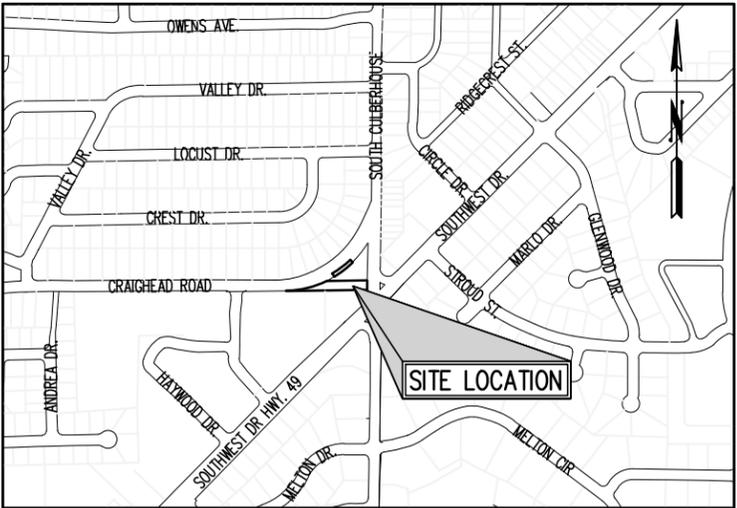
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead county, Arkansas and shall be filed in the Deed Records of such office.

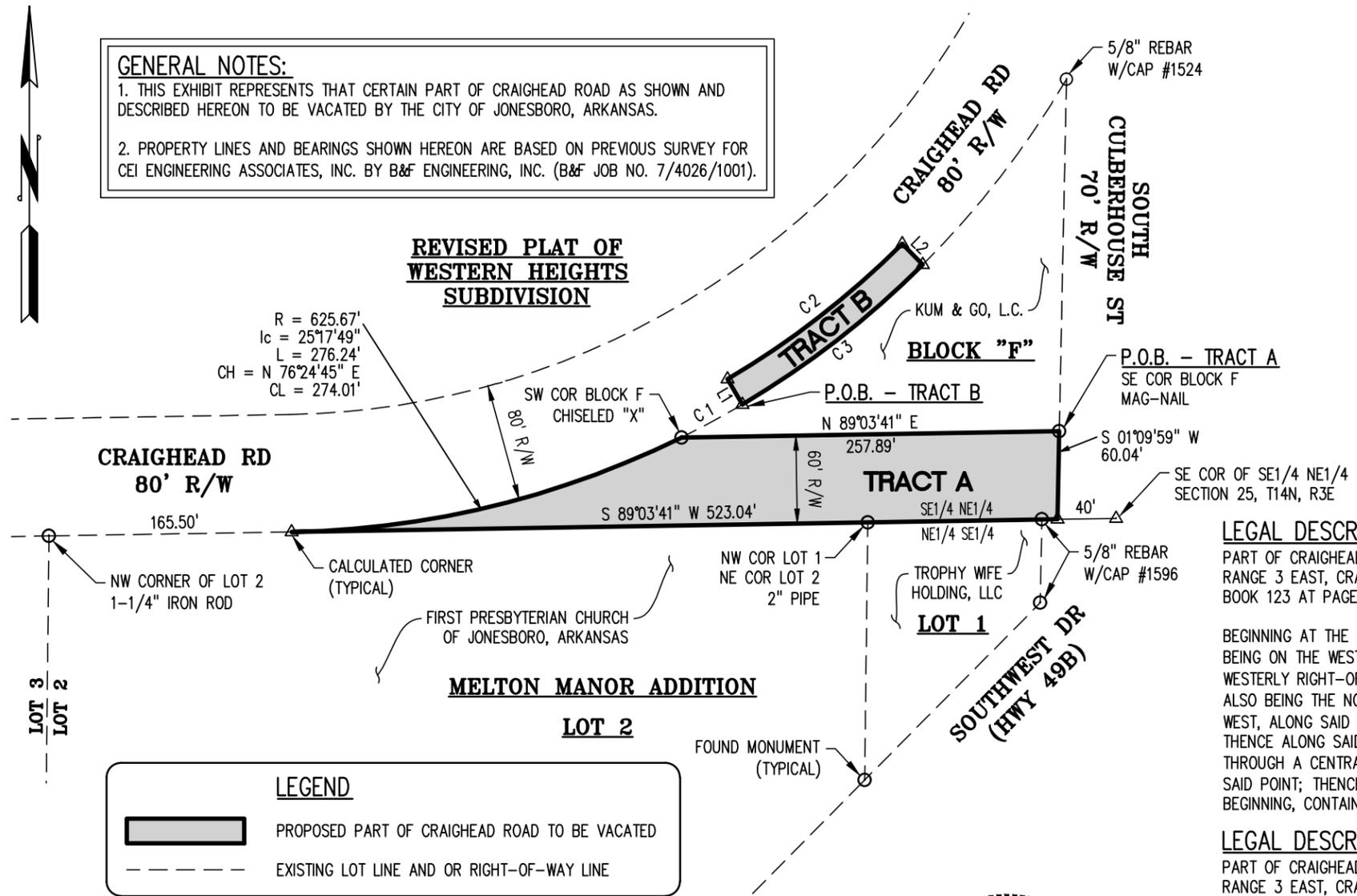
**GENERAL NOTES:**

1. THIS EXHIBIT REPRESENTS THAT CERTAIN PART OF CRAIGHEAD ROAD AS SHOWN AND DESCRIBED HEREON TO BE VACATED BY THE CITY OF JONESBORO, ARKANSAS.
2. PROPERTY LINES AND BEARINGS SHOWN HEREON ARE BASED ON PREVIOUS SURVEY FOR CEI ENGINEERING ASSOCIATES, INC. BY B&F ENGINEERING, INC. (B&F JOB NO. 7/4026/1001).

**REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION**



**VICINITY MAP**  
N.T.S.



R = 625.67'  
Ic = 2517'49"  
L = 276.24'  
CH = N 76°24'45" E  
CL = 274.01'

**CRAIGHEAD RD**  
80' R/W

**CRAIGHEAD RD**  
80' R/W

**SOUTH CULBERHOUSE ST**  
70' R/W

**TRACT B**

**TRACT A**

**TRACT B**

**LEGAL DESCRIPTION – R/W ABANDONMENT (TRACT A)**

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**LEGAL DESCRIPTION – R/W ABANDONMENT (TRACT B)**

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**LEGEND**

█ PROPOSED PART OF CRAIGHEAD ROAD TO BE VACATED

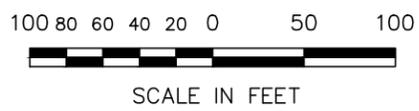
- - - - - EXISTING LOT LINE AND OR RIGHT-OF-WAY LINE

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 30°33'59" W	20.00'
L2	S 44°51'33" E	20.00'

**CURVE TABLE**

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	625.67	04°19'50"	47.29	N 61°35'56" E	47.28
C2	605.72	14°17'30"	151.09	N 52°17'14" E	150.70
C3	625.67	14°17'33"	156.08	S 52°17'14" W	155.67



	BY	DATE
Design		
Drawn	BJH/CJM	8/13
Checked		
Survey	TAW	4/13
Flid.Bk.No.	2091	

**B&F ENGINEERING, INC.**

928 AIRPORT ROAD, HOT SPRINGS, ARKANSAS 71913  
(PH) 501-767-2366 (FAX) 501-767-6859

**EXHIBIT A**  
**CRAIGHEAD ROAD ABANDONMENT**  
**CEI ENGINEERING ASSOCIATES, INC.**  
**JONESBORO ARKANSAS**

08/28/13

1/1

JOB NO.: 7-4026-1002

ACAD NO.: 004

SCALE: 1" = 100'

DATE: AUGUST, 2013



August 14, 2013

Nathan Streett, RLA  
Project Manager  
CEI  
3108 S.W. Regency Parkway, Suite 2  
Bentonville, AR 72712

RE: Right-of-way Abandonment  
Craighead Road

Dear Mr. Streett,

The City of Jonesboro Engineering\Planning Department concurs with the abandonment of the portion of Craighead Rd as described as "Tract A" on "Exhibit A" Craighead Road Abandonment" Job No. 7-4026-1002 dated June 12, 2013. However the Engineering\Planning Department does not concur with the abandonment of the portion of Craighead Rd as described as "Tract B" for the following reasons:

1. According to the City of Jonesboro Master Street Plan, Craighead Road is functionally classified as a local street. Per City code, local streets are to have a minimum right-of-way of 60 feet. This abandonment will reduce the right-of-way below this lower limit;
2. Alternatives to this abandonment are available , such as:
  - a. Obtain variances for a reduction in building setback requirements.
  - b. Enter an agreement to improve the public right-of-way on Craighead Road for their use to offload fuel; and
3. Per zoning code resolution, the abandonment petition requires a variance approval by the board of adjustment.

If you have any questions or comments please, feel free to contact me at the above reference number.

Sincerely,

Craig Light, PE CFM  
City Engineer

Otis Spriggs, AICP  
Planning Director



**Cindy Cole**  
AT&T Arkansas  
Mgr.-OSP Ping & Engr Design  
Engineering

723 South Church Street  
Jonesboro, AR 72401  
Phone: (870) 972-7600 Ph  
Fax: (870) 972-7558 Fax  
cc3290@att.com

July 1, 2013

City of Jonesboro  
Attn: Engineering Department  
307 Vine Street  
Jonesboro, AR 72401

Gentlemen:

Kum & Go has asked AT&T to concur in the relinquishment of our interest in the right-of-way of a part of Craighead Road so that they may tear down their present structure and build a much larger building at this location. Please see the attached plat that shows Tracts A and B.

AT&T has working cables within this right-of-way; however, we will concur with Kum & Go's request SUBJECT TO AND CONDITIONED UPON the dedication of a temporary easement five feet (5') on either side of our existing facilities, as currently placed. Also subject to this concurrence is the dedication by Kum & Go of a permanent easement for our facilities, which must be in place and shown on a recorded plat, at the time our facilities are to be relocated.

Questions regarding these facilities should be referred to me. Questions concerning this concurrence and the dedication of a permanent easement can be referred to our right-of-way manager, Lynda Palmer at 501-373-5255 ([lynda.palmer@att.com](mailto:lynda.palmer@att.com)).

Sincerely,

A handwritten signature in cursive script that reads "Cindy Cole".

Attachment:



CenterPoint Energy  
401 W. Capitol Avenue, Suite 600  
Little Rock, AR 72201  
CenterPointEnergy.com

July 29, 2013

Ms. Siobhan Harman  
Site Development Manager  
Kum & Go  
6400 Westown Parkway  
West Des Moines, IA 50266

RE: Kum & Go #390

Dear Ms. Harman:

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Gas ("CenterPoint") was recently contacted by you regarding the relocation of CenterPoint's natural gas distribution facilities located at Old Craighead Road and Culberhouse Street (the "Subject Property"). CenterPoint has also been asked to indicate its lack of objection to the City of Jonesboro's vacation of the public right of way currently located on the same property.

CenterPoint has estimated the cost of relocating the facilities on the Subject Property to be approximately \$23,677. CenterPoint is willing to relocate said facilities subject to the agreement of Kum & Go to fully reimburse CenterPoint for any and all actual costs associated with the relocation. The estimated cost of relocation would be due prior to the start of construction, and any actual costs above and beyond the estimated cost would be invoiced to Kum & Go following completion of the project.

Once CenterPoint's facilities are relocated outside the public utility easement, CenterPoint has no objection to the vacation of such public utility easement.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter L. Bryant".

Walter L. Bryant  
Division VP – Regional Operations  
CenterPoint Energy



*Owned by the Citizens of Jonesboro*

August 5, 2013

City of Jonesboro  
Attn: Engineering Department  
307 Vine St.  
Jonesboro, AR 72401

Re: Kum & Go – Culberhouse/Southwest Dr.  
R-O-W Abandonment

Gentlemen:

Kum & Go has requested CWL to relinquish our interest in the right-of-way for the above mentioned project due to proposed demolition/new construction. Please see attached plat showing Tracts A & B.

CWL has existing overhead power lines, poles and anchors in this right-of-way which CWL has been requested to abandon. CWL will agree to abandonment of the existing right-of-way, **SUBJECT TO AND CONDITIONED UPON SATISFACTION OF THE FOLLOWING CONDITIONS:** (1) simultaneous abandonment by the City of Jonesboro of the street right-of-way; (2) grant from all necessary property owners of record to CWL of a temporary easement ten feet (10') on each side of the present location of CWL's utilities in order to allow CWL to continue to provide services to its customers. Please note the timing of the abandonment and relocation of the easements and utilities by CWL is crucial and dependent on customer load. CWL must therefore approve the timing of the relocation; (3) payment by Kum & Go of all fees, costs and expenses associated with the relocation of CWL utilities, including relocation of overhead lines, poles and anchors; and (4) grant of permanent easements to CWL from Kum & Go and all other owners of record of the Kum & Go and First Presbyterian Church properties as is necessary for the relocation of the above described CWL utilities, all as reflected on a recorded plat.

Questions regarding these facilities should be referred to Karen Mangum, Engineering Services Supervisor (870-930-3326) or Susan Merideth, Acting Engineering Services Director (870-930-3321).

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald L. Bowen", written over a white background.

Ronald L. Bowen  
Manager, City Water & Light

Attachments

Cc: Nathan Streett  
CEI

Ronald L. Bowen, MANAGER  
**CITY WATER AND LIGHT** • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581

# UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company

Suddenlink

Date

6/13/13

Requested Vacation

Street

I have been notified of the petition to vacate the following described as follows:

Craighead Rd Right of Way

Legal Description

See Attached

UTILITY COMPANY COMMENTS (Send release form to the applicant's provided address on Company Letterhead).

- 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.

Describe reasons for objection or easements to be retained

We have Fiber Optics, Trunk & Feeder ON these Poles (CWL) & if we have to recreate ANY of our lines CEI or customer will be responsible for 100% of cost.

Signature of Utility Company Representative

Title

Construction Planner

**Note:** This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.

**UTILITY RELEASE FORM**

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company

Ritter Communications

Date

6/13/13

Requested Vacation

Street

I have been notified of the petition to vacate the following described as follows:

Craighead Rd right-of-way

Legal Description

See attached

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- 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.

Describe reasons for objection or easements to be retained

Alice Martin  
Signature of Utility Company Representative

Project Engr II  
Title

**Note: This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.**

## **PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

### **PETITION TO VACATE STREET RIGHT-OF-WAY**

We, the undersigned, being all the owners of the real estate adjacent to the right-of-way to be vacated hereinafter sought to be abandoned and vacated, lying in Craighead Road, Jonesboro, Arkansas, a municipal corporation, petition to vacate a right-of-way which is described as follows:

#### **Legal Description – Right-of-Way Abandonment – Tract A**

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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#### **Legal Description – Right-of-Way Abandonment – Tract B**

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Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 6th day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

Kum & Go, L.C.  
6400 Westown Parkway  
West Des Moines, IA 50266

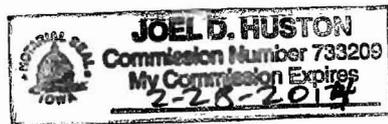
Siobhan Harman  
Printed Name

Siobhan Harman  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 6th day of August, 2013.



[Signature]  
Notary

Expiration Date: \_\_\_\_\_

**PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

**PETITION TO VACATE STREET RIGHT-OF-WAY**

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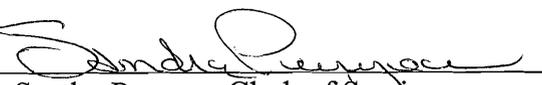
Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 14 day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

First Presbyterian Church of Jonesboro, Arkansas  
710 Southwest Dr.  
Jonesboro, AR 72401

by   
Chris Jones, Moderator of Session

by   
Sandra Puryear, Clerk of Session

**ACKNOWLEDGMENT**

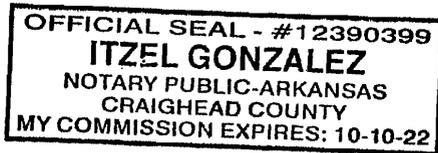
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, Chris Jones & Sandra Poyant to me well known as the grantor in the foregoing deed and stated that he had executed the same for the consideration and purposes therein contained.

**WITNESS** my hand and official seal this August 14<sup>th</sup>, 2013.

Itzel Gonzalez  
Notary Public

My commission expires: 10-10-22



**PETITION TO VACATE**

TO: The Honorable Harold Perrin, Mayor, and members of the Jonesboro City Council

**PETITION TO VACATE STREET RIGHT-OF-WAY**

We, the undersigned, being all the owners of the real estate adjacent to the right-of-way to be vacated hereinafter sought to be abandoned and vacated, lying in Craighead Road, Jonesboro, Arkansas, a municipal corporation, petition to vacate a right-of-way which is described as follows:

**Legal Description – Right-of-Way Abandonment – Tract A**

PART OF CRAIGHEAD ROAD LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS AS SHOWN ON REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION RECORDED IN BOOK 123 AT PAGE 50, DEED RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK F OF SAID REVISED PLAT OF WESTERN HEIGHTS SUBDIVISION, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH CULBERHOUSE STREET; THENCE SOUTH 01°09'59" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY, 60.04 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF MELTON MANOR ADDITION TO THE CITY OF JONESBORO, ARKANSAS; THENCE SOUTH 89°03'41" WEST, ALONG SAID SOUTH LINE, 523.04 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF CRAIGHEAD ROAD (PLATTED 80' R/W); THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 625.67 FEET, THROUGH A CENTRAL ANGLE OF 25°17'49" AND HAVING A CHORD WHICH BEARS NORTH 76°24'45" EAST, 274.01 FEET FROM LAST SAID POINT; THENCE NORTH 89°03'41" EAST, ALONG THE SOUTH LINE OF AFORESAID BLOCK F, 257.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.474 ACRES OR 20647 SQUARE FEET MORE OR LESS.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way described above closed and abandoned.

Dated this 12<sup>th</sup> day of August, 2013.

**PROPERTY OWNER, NAME AND ADDRESS**

Trophy Wife Holding, LLC  
700 Southwest Dr.  
Jonesboro, AR 72401

Jeff Simman  
Printed Name

  
Signature

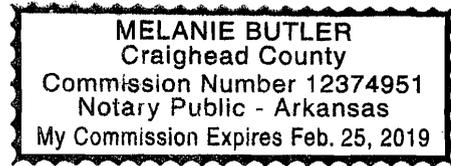
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 2013.

  
Notary

Expiration Date: 2-25-19





## Legislation Details (With Text)

<b>File #:</b>	ORD-13:041	<b>Version:</b>	1	<b>Name:</b>	Amend Code of Ordinances regarding Section 117-256
<b>Type:</b>	Ordinance	<b>Status:</b>			Third Reading
<b>File created:</b>	7/30/2013	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING SECTION 117-256 - MANUFACTURED HOUSING UNITS, AGE LIMITATION REQUIREMENTS AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY WITHIN RESIDENTIAL AREAS AND TO PROVIDE CLARITY IN THE CODE REGULATIONS				
<b>Sponsors:</b>	Planning				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 117 - Zoning				
<b>Attachments:</b>	<a href="#">Existing Mobile Homes Code of Ordinances Chpt 117 Evaluation of Affordable Housing Accessibility Act 2</a>				

Date	Ver.	Action By	Action	Result
8/20/2013	1	City Council		
8/6/2013	1	City Council	Held at one reading	
8/6/2013	1	Public Works Council Committee		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING SECTION 117-256 - MANUFACTURED HOUSING UNITS, AGE LIMITATION REQUIREMENTS AND, DECLARING AN EMERGENCY FOR THE PURPOSE OF PRESERVING THE PUBLIC PEACE, HEALTH AND SAFETY WITHIN RESIDENTIAL AREAS AND TO PROVIDE CLARITY IN THE CODE REGULATIONS

WHEREAS, It has been determined that the City of Jonesboro Code Ordinances lack clarity in regards to the operations and code administering within Mobile Home Parks, as it relates to the unit age requirements.

WHEREAS, The Metropolitan Area Planning Commission heard testimony from several Mobile Home Park owners in a public hearing on July 9, 2013 and recommends approval of this amendment of the text to the City Council in the interest of public health, public safety, and general welfare for the provisions of special exceptions to Section 117-256 as it relates to Mobile Home Park Facilities.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: Code Chapter 117:256 be amended as follows:

Section I: SECTION 117-256, shall read as follows:

Sec. 117-256. Manufactured housing units. Manufactured housing units, those that do not meet the definition of residential design, manufactured housing units, shall be located only in approved locations. No permit or other approval shall be granted for the placement of a manufactured housing unit that is more than eight years old, as measured from the date that the permit or approval is sought, or be reconditioned to meet code

requirements. Mobile Home Parks shall be exempt from the age requirement subject to all replacement units being reconditioned to meet code compliance and satisfying all State and Local Codes.

SECTION II: This ordinance, being necessary for the preservation of the public peace, health and safety is hereby declared to be an emergency and this ordinance shall take effect and be in full force from and after its passage and approval. The purpose for this emergency is set on the reasoning that the Mobile Home Parks are suitable for temporary and affordable housing subject to all safety and code compliance. This ordinance will bring City codes into compliance with "The Affordable Housing Accessibility Act", as enacted by the State of Arkansas.

of this delineation shall be the flood insurance study, including the flood insurance rate maps, for the city.

(b) The uses of and/or development of land within the designated floodplain area shall be only those uses and structures permitted in the specific district regulations for the zone in which the proposed use and/or development is to be located. For the purposes of administration and review of applications for the use and/or development of land within designated floodplain areas, and article II of chapter 109, flood damage prevention are deemed the governing regulations. (Zoning Ord., § 14.32.07)

**Sec. 117-255. Manufactured housing parks.**

Manufactured housing parks are permitted uses in AG and RR districts, and may be allowed in R-3 zones subject to approval of a conditional use permit. The following minimum standards apply to new parks, and expansions of existing parks:

- (1) *Setbacks.* Each manufactured housing unit space shall be set back at least 30 feet from all street rights-of-way, and at least 20 feet from all other lot lines.
- (2) *Minimum lot size and space size.* Manufactured housing parks shall contain at least 4,350 square feet of gross site area for each manufactured housing unit space within the park. Each individual manufactured housing unit space shall be at least 3,000 square feet in area, but shall not occupy more than 50 percent of the lot area.
- (3) *Separation of units.* Each manufactured housing unit and accessory structure shall be separated by at least 20 feet of horizontal distance from all other manufactured housing units and accessory structures.
- (4) *Parking.* At least two paved parking spaces, 180 square feet in area in each space shall be provided as a part of each manufactured housing unit space. To provide for guests, one additional paved parking space, at least 180 square feet in area, shall be provided for each ten manufactured housing unit spaces. These guest parking spaces shall be centrally located within the park.
- (5) *Driveways.*
  - a. *Length and design.* Internal driveways or courts designed to have one end permanently closed, shall be no more than 400 feet long unless approved by the planning commission. A turnaround having an outside roadway diameter of at least 80 feet shall be provided at the closed end of any driveway.
  - b. *Paving.* All internal driveways shall be paved with asphalt. The minimum requirements are six inches of compacted SB2 gravel with three inches of asphalt surface on firm subgrade. Property owners shall be responsible for maintaining paving on all internal driveways.
  - c. *Width.* Drive shall have a minimum paved width of 26 feet. One-way drives are specifically prohibited.

- (6) *Signs.* One detached, indirectly illuminated sign, not exceeding 20 square feet in area, may be erected at the main entrance to the manufactured housing park.
- (7) *Refuse collection facilities.* Refuse collection facilities and/or provisions shall be indicated on the site plan, and shall be provided in accordance with city sanitation department standards. There shall be opaque screening on three sides of dumpsters.
- (8) *Fire protection.* Fire lines and fire hydrants shall be shown on the site plan, and shall be in accordance with recommendations of the director of public safety. No mobile home or manufactured housing unit space shall be more than 250 feet from a fire hydrant.
- (9) *Water and wastewater service.* Each mobile home/manufactured housing unit shall be connected to the public sanitary sewer and a public water supply system.
- (10) *Underground utilities.* All light, gas, water, telephone and cable television distribution and service lines to each individual mobile home/manufactured housing unit shall be placed underground and conform to all state and local codes, ordinances and laws.
- (11) *Inspections.* It shall be the duty of the building inspector to make an annual inspection of each approved manufactured housing park and present to the park owner and unit owner a written list of existing violations, should there be any.

- (12) *Resident managers.* In manufactured housing parks containing 30 or more units, a manager must reside with the park area.  
(Zoning Ord., § 14.32.08)

**Sec. 117-256. Manufactured housing units.**

Manufactured housing units, those that do not meet the definition of residential design, manufactured housing units, shall be located only in approved locations. No permit or other approval shall be granted for the placement of a manufactured housing unit that is more than eight years old, as measured from the date that the permit or approval is sought, or be reconditioned to meet code requirements.  
(Zoning Ord., § 14.32.09)

**Sec. 117-257. Manufactured housing units, residential design.**

Compliance with all of the standards of this section is required in order for a manufactured housing unit to be classified as a residential design, manufactured housing unit.

- (1) *Size.*
  - a. The minimum width of a residential design, manufactured housing unit shall be 22 feet, with width measured perpendicular to the longest axis at the narrowest part.
  - b. The length of a residential design, manufactured housing unit shall not exceed four times its width, with length measured along the longest axis.

- c. A residential design, manufactured housing unit shall have a minimum area of 1,150 square feet enclosed and heated living area.

(2) *Roof.*

- a. *Pitch.* The roof must be predominantly double-pitched and have a minimum vertical rise of two inches for every 12 inches of horizontal run.
- b. *Materials.* The roof must be covered with material that is customarily used on site-built housing units. Customary materials include wood, asphalt composition shingles, or fiberglass shingles, but not aluminum, corrugated fiberglass, or metal.
- c. *Eaves.* The roof shall have a minimum eave projection and roof overhang of ten inches, which may include a gutter.

(3) *Siding.*

- a. *Materials.* Exterior siding must be of a material customarily used on site-built housing units. Customary materials include wood, composition, simulated wood, clapboards, conventional vinyl or metal siding, brick, stucco, or similar materials. Customary materials do not include smooth, ribbed or corrugated metal or plastic panels or material that has a high gloss finish.
- b. *Design and placement.* Siding material shall extend below the top of the foundation or cur-

tain wall, or the joint between the siding and enclosure wall shall be flashed in accordance with the city's adopted building code.

(4) *Installation of unit.*

- a. *Guidelines.* The unit shall be installed in accordance with the recommended installation procedures of the manufacturer, and the standards established by the International Conference of Building Officials and published in the most recent edition of Guidelines for Manufactured Housing Installations.
- b. *Foundation.* A continuous, permanent concrete or masonry foundation or masonry curtain wall, unpierced except for required ventilation and access which may include walk-out basements and garages, shall be installed under the perimeter of the unit, also in accordance with International Conference of Building Officials guidelines.

(5) *Entrance landing area.* At the main entrance door to the unit there shall be a landing that is a minimum of five feet which is constructed in accordance with building code requirements.

(6) *Transport equipment.* All running gear, tongues, axles, and wheels must be removed at the time of installation of the unit on the lot.

(7) *Finished floor elevation.* The finished floor of the unit shall meet

the manufacturer's specifications unless the unit is located in a floodplain, in which case floodplain regulations shall rule.

- (8) *Additions.* Attached additions and detached garages shall comply with the building code, and floodplain regulations, if applicable. All standards of this section shall apply to such additions and garages.

(Zoning Ord., § 14.32.10)

**Sec. 117-258. Mobile vending trailers.**

(a) *Purpose.* The purpose of this section is to establish standards to regulate the use and location of commercial trailers in the city. These standards are necessary to promote public safety and preserve property values.

(b) *Applicability.* This section shall apply to any commercial trailer or vending stand that is transported to property within the city. A commercial trailer or vending stand is defined as a transportable structure not permanently attached to the ground which is used on a short-term basis to conduct a commercial activity such as, but not limited to, the sale of merchandise or food. Vending carts and tables shall be included in this definition.

(c) *General provisions.* The following provisions shall apply to commercial trailers.

- (1) Commercial trailers and vending stands shall be permitted only in zoning districts which permit the specific use for which the trailer is intended as permanent sited location, unless otherwise allowed by this section.

- (2) Prior to locating a commercial trailer or vending stand on any parcel, a building permit must be obtained. The trailer or stand must be permanently attached to a foundation with an approved permit issued. Only one commercial trailer is permitted on each parcel, unless provided for otherwise within this section.
- (3) At the time a building permit is requested, a site plan shall be provided of the parcel on which the trailer is to be located. The site plan shall show the boundaries of the parcel, all existing buildings and their dimensions, parking areas and the number of spaces, and the proposed location of the trailer.
- (4) When applicable, a state health district approval letter shall accompany the permit application for products under the jurisdiction of the state health district. Use of the commercial trailer or vending unit shall not commence until a final occupancy certificate is issued by the building department.
- (5) A minimum of three parking spaces shall be provided for the use of employees and customers. This requirement is in addition to the number of parking spaces required for the existing buildings on the parcel. The trailer or stand may not be placed on the parcel if its placement would cause the parcel to no longer meet this zoning chapter requirements for minimum number of parking spaces.
- (6) The trailer must meet the minimum setback requirements for the

Evaluation of the requirements instituted by the “The Affordable Housing Accessibility Act” enacted by the State of Arkansas in regard to Jonesboro Ordinance.

1. The State requires ordinance or regulation that sets standards for “Manufactured Home” construction or safety to be identical to the federal standards. Both the state and federal regulation refers to the term “Manufactured Home”. The federal code that applies to uniform construction and safety standards is commonly referred to as the “HUD Code”. HUD Code is not prescriptive, in that, it does not mandate the use of specific materials or measurements. Instead, the HUD Code contains engineering design and material performance standards (performance specifications).

Jonesboro refers to the federal standards under the term “Manufactured Housing Units” which may cause confusion, but the definition seems to be sufficient enough to be synonymous with “Manufactured Home”. Specific construction or safety standards were not found for “Manufactured Housing Units” and therefore “Manufactured Home” in Jonesboro Ordinance.

2. The State requires ordinance or regulation that sets standards for manufactured home installation to be consistent with the state standards set forth under “Rules & Regulations for Manufactured Homes” by the Arkansas Manufactured Home Commission and the design of the manufacturer. In regard to installation, the aforementioned document addresses installation and anchoring specifications, as well as, certification and licensing of manufacturers and installers.

Jonesboro ordinance for “Manufactured Housing Units” and therefore “Manufactured Home” does not specifically refer to the any installation standards.

3. The State requires municipalities that have zoning ordinances shall allow the placement of “Manufactured Home” on individually-owned lots in at least one (1) or more residential districts or zones within the municipality.

Jonesboro ordinance permits the placement of “Manufactured Housing Units” and therefore “Manufactured Home” in residential zones AG, RM-H, RM-12, and RM-16.

4. The State requires that municipalities shall not establish or continue in effect any ordinance or regulation that restricts the placement of manufactured homes only to mobile home parks, subdivisions or land lease communities.

Jonesboro ordinance permits the placement of “Manufactured Housing Units” and therefore “Manufactured Home” without restricting the placement only to mobile home parks, subdivisions or land lease communities.

5. The State allows municipalities to establish reasonable regulations or conditions for the placement of “Manufactured Home” within the jurisdiction such as foundation enclosures, connections to utilities, setback, parking, and other regulation or conditions that are applicable to other single family dwellings in the same residential district or zone.

Jonesboro ordinance established regulation of “Manufactured Housing Units” and therefore “Manufactured Home” in residential zones AG, RM-12, and RM-16 that are consistent with regulation applicable to other single family dwellings in those residential zones.

6. The State requires that municipalities shall not impose regulations or conditions on “Manufactured Home” that prohibit the placement of manufactured homes or that are inconsistent with the regulations or conditions imposed on other single family dwellings permitted in the same residential district or zone.

Jonesboro ordinance requires that no permit or other approval shall be granted for the placement of a “Manufactured Housing Unit” and therefore “Manufactured Home” that is more than eight years old, as measured from the date that the permit or approval is sought, or may be reconditioned to meet code requirements. This requirement seems inconsistent and the City may want to consider waiving the age requirements pursuant to the applicant upgrading and reconditioning the unit to bring it into code compliance.

7. The State allows municipalities to prohibit the placement of mobile homes in all residential districts or zones, or to restrict the placement of mobile homes to designated mobile home parks, subdivisions, or land lease communities. “Mobile Home” means a dwelling unit constructed in a factory before the enactment of the Federal Manufactured Home Construction and Safety Standards promulgated by the United States Department of Housing and Urban Development under the authority of 42 U.S.C. 5401 et seq. as it existed on January 1, 1976.

Although not expressly prohibited, Jonesboro ordinance does not relegate a zone or district for the placement of a “Mobile Home”. However, the term is used in portions of the minimum standards for “Manufactured Housing Parks”.

8. The State allows exceptions under this Act which are:
  - (a) This subchapter shall not *supersede, prevent, or preempt* any valid covenants or bills of assurance.
  - (b) This subchapter shall not require that manufactured homes be permitted in historic districts.



## Legislation Details (With Text)

<b>File #:</b>	ORD-13:045	<b>Version:</b>	1	<b>Name:</b>	Rezoning by Rupards
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Third Reading
<b>File created:</b>	8/14/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	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 THE NORTHWEST CORNER OF EAST JOHNSON AVENUE AND GREENWAY LANE AS REQUESTED BY WILLIAM RUPARD, JAMES R. RUPARD AND JAMES M. RUPARD				
<b>Sponsors:</b>					
<b>Indexes:</b>	Rezoning				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a> <a href="#">MAPC Report</a>				

Date	Ver.	Action By	Action	Result
8/20/2013	1	City Council		

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: Residential, R-1  
TO: Commercial, C-3, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

### LEGAL DESCRIPTION:

A part of the Southeast Quarter of Section 2, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:

From the Southeast corner of said Section 2, run S88°28'00"W a distance of 259.00 ft. to a point;  
thence N00°04'00"W a distance of 83.70 ft. to a point, said point being the POINT OF BEGINNING;  
thence S88°28'00"W along the North right of way line of Ark. State Hwy 49 (Johnson Ave.) a distance of 171.48 ft. to a point;  
thence leaving said right of way line, run N00°04'00"W a distance of 249.30 ft. to a point;  
thence S88°28'00"W a distance of 234.67 ft. to a point;  
thence N00°04'00"W a distance of 943.89 ft. to a point;  
thence N88°45'58"E a distance of 406.10 ft. to a point;  
thence S00°04'00"E along the West right of way line of Greenway Lane a distance of 1191.07 ft. to a point, said point being the POINT OF BEGINNING, containing 9.77 acres, more or less.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

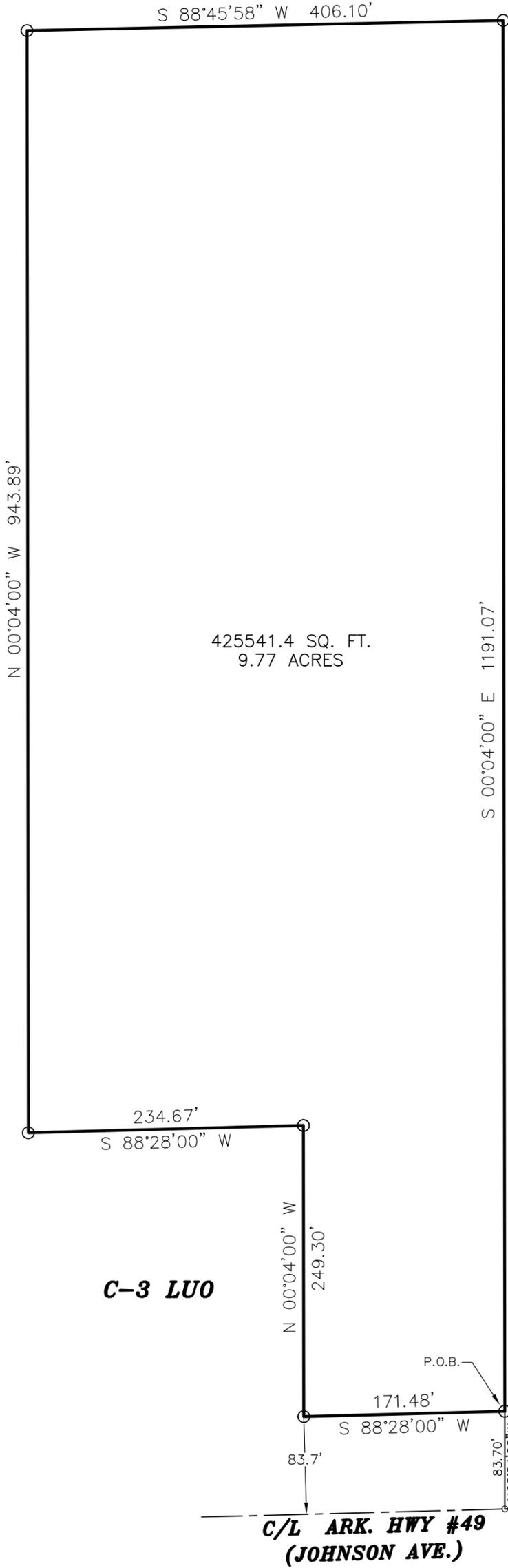
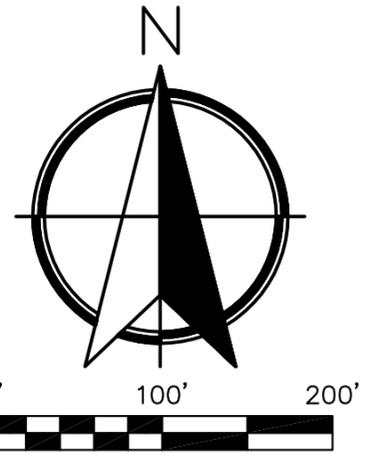
- 1) That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
- 2) A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.
- 3) Coordination required of all egress/ingress with the State Highway Department, City Engineering Department, the Planning Department.
- 4) The setback, building height, screening, and site design standards required in “Sec. 117-328. - Residential Compatibility Standards” shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a “triggering property” without any exemptions.
- 5) Prohibited uses:
  - A) Animal care, general
  - B) Animal care, limited
  - C) Cemetery
  - D) Construction sales and service
  - E) Day care, limited (family home)
  - F) Day care, general
  - G) Funeral home
  - H) Nursing home
  - I) Pawn shop
  - J) Golf course
  - K) Recreational vehicle park

R-1

R-1

R-1

R-1



425541.4 SQ. FT.  
9.77 ACRES

**C-3 LUO**

**C/L GREENWAY LANE**

R-1

**EXISTING R-1 ZONING  
REQUESTED C-3 LUO ZONING**

**LEGAL DESCRIPTION:**

A part of the Southeast Quarter of Section 2, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:  
From the Southeast corner of said Section 2, run S88°28'00"W a distance of 259.00 ft. to a point; thence N00°04'00"W a distance of 83.70 ft. to the POINT OF BEGINNING; thence S88°28'00"W along the North right of way line of Ark. State Hwy 49 (Johnson Ave.) a distance of 171.48 ft. to a point; thence leaving said right of way line, run N00°04'00"W a distance of 249.30 ft. to a point; thence S88°28'00"W a distance of 234.67 ft. to a point; thence N00°04'00"W a distance of 943.89 ft. to a point; thence N88°45'58"E a distance of 406.10 ft. to a point; thence S00°04'00"E along the West right of way line of Greenway Lane a distance of 1191.07 ft. to a point, said point being the POINT OF BEGINNING, containing 9.77 acres.

**NOTES:**

- 1) BOUNDARY INFORMATION PROVIDED BY BUYER.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000'.
- 3) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0063 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

**C/L ARK. HWY #49  
(JOHNSON AVE.)**

**C-3 LUO**

ENGINEERS		PLANNERS		SURVEYORS	
<b>Civilogic</b>					
203 Southwest Dr.--Jonesboro, AR--(870)932-7880--www.civilogic.net					
REZONING PLAT FOR UNIVERSITY PLAZA					
Date	Scale	Job No.	Sheet No.		
07-15-13	1"=100'	113094			
Section	Township	Range	County		
02	14N	04E	CRAIGHEAD	1 of 1	
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES					
© 2013, Civilogic		Drawn By: RE	Checked by: GH		



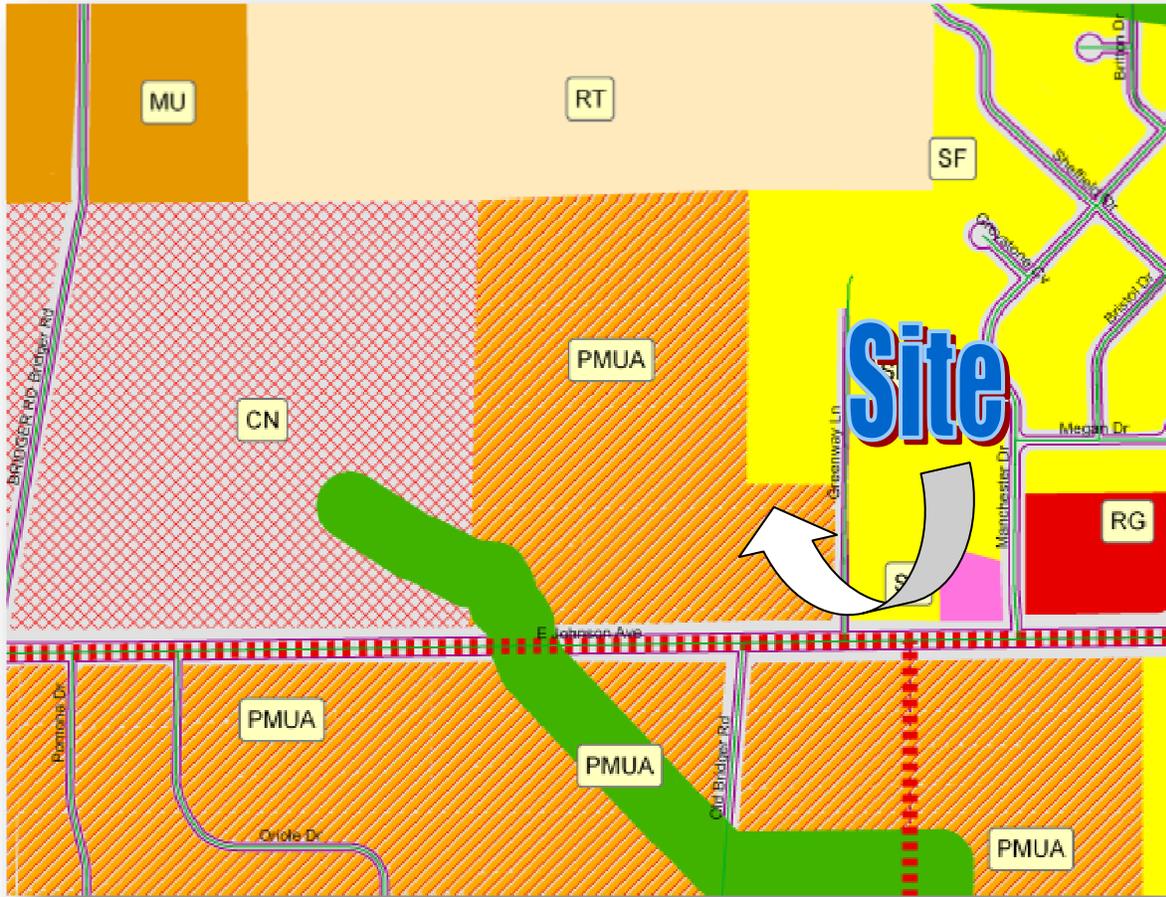


*City of Jonesboro City Council*  
**Report – RZ 13-14: Rupard Rezoning – E. Johnson Ave. & Greenway Lane**  
**Huntington Building - 900 W. Monroe**  
*For Consideration by the Council on August 20, 2013*

- REQUEST:** MAPC rezoning approval for a parcel of land currently zoned R-1 Single Family Medium Density to a proposed C-3 Limited Use Overlay District.
- LOCATION:** Northwest corner of the East Johnson Ave. and Greenway Lane intersection.
- APPLICANT/  
OWNER:** Owners: William D. Rupard, James R. Rupard, and James M. Rupard.
- PURPOSE:** Owners state that “With recent commercial growth in this area, this tract is a premier location for commercial development. There are samples of various developments in the area ranging from industrial directly across the street, to single-family to the west, to agricultural to the east. This parcel will be developed in a manner very consistent with the increasing needs for the area. The rezoning becomes necessary following study of the site and the current trends in the area.
- HISTORY:** The property has been used for two residences and agriculture.
- SITE DESCRIPTION:** **Tract Size:** Approximately 9.77 acres/425,541.4 sq. ft.  
**Frontage:** Approximately 171.48 ft. along East Johnson Ave. and 820 ft. along Greenway Lane.  
**Topography:** Generally 3 to 4% slope (33:1 to 25:1).

**SURROUNDING ZONING,  
PRESENT LAND USE, & FUTURE LAND USE:**

	<u>ZONING &amp; PRESENT LAND USE</u>	<u>FUTURE LAND USE</u>
Subject Property:	R-1 Single Family Medium Density Two Residences and Agricultural	Planned Mixed Use Area (50%) Single Family Low Density (50%)
North of Property:	R-1 Single Family Medium Density Undeveloped Forest	Residence Transitional
East of Property:	R-1 Single Family Medium Density Single Family Residences	Single Family Low Density
South of Property:	C-3 Limited Use Overlay District Undeveloped Field	Planned Mixed Use Area
West of Property:	R-1 Single Family Medium Density Two Residences and Agricultural	Planned Mixed Use Area
Southwest of Property:	C-3 Limited Use Overlay	Planned Mixed Use Area



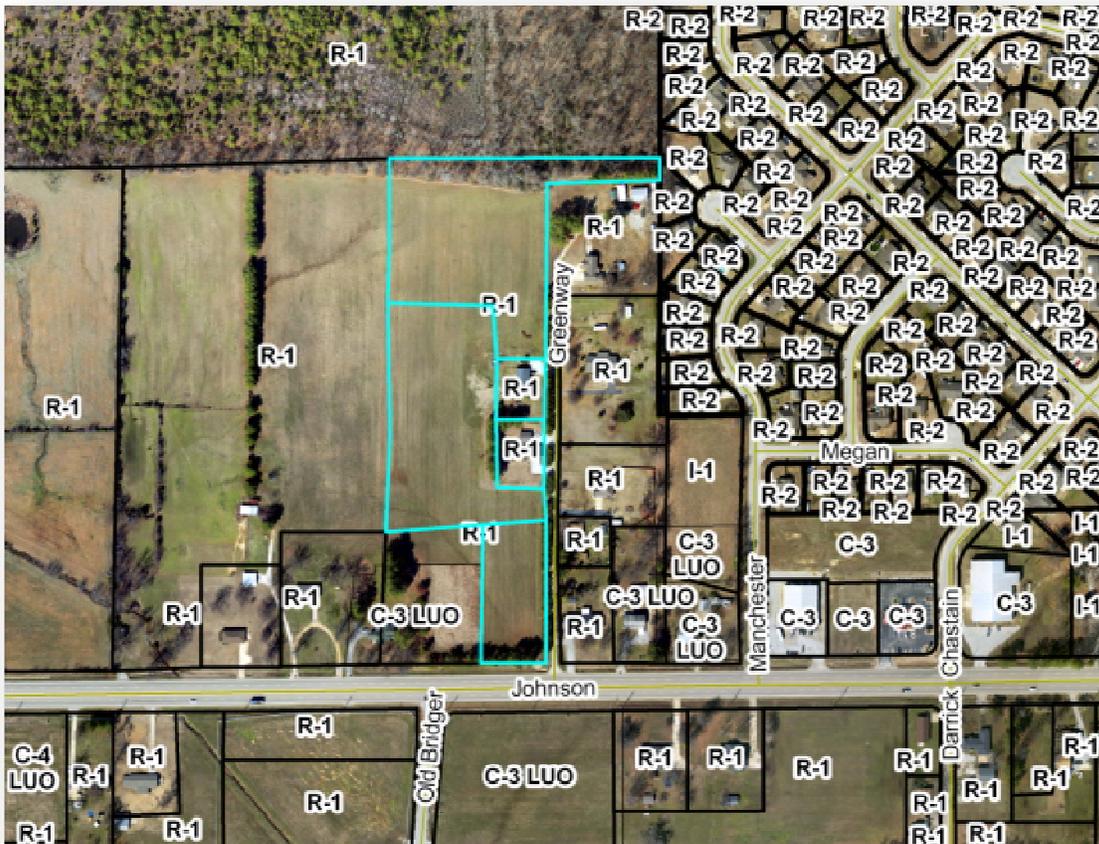
### Adopted Future Land Use Plan

**Approval Criteria Checklist- Section 117-34- Amendments:**

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the Planning Commission or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list. Staff has reviewed the proposal and offers the following explanations and findings related to the approval criteria.

Criteria	Explanations and Findings
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 LU-O rezoning is partially consistent with the Future Land Use Plan. Approximately 50% of the site is planned as a Planned Mixed Use Area where the rezoning to C-3 LU-O is consistent and approximately 50% of the site is planned as Single Family Low Density where the rezoning is inconsistent.
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal is consistent with the purpose.
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	The proposal is substantially compatible. Although the majority of the surrounding property is zoned R-1 that has been used primarily as large tract residential, an inevitable transition of the zoning is occurring toward commercial uses along the East Johnson Ave. corridor.
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map	Poor suitability due to commercial development restrictions associated with the current R-1 zoning.

amendment;	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	Effective restrictions and conditions imposed on the site development of the subject property such as residential compatibility standards will reduce any detrimental effects to nearby property.
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property has not remained vacant with the current R-1 zoning.
(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.



**Vicinity Zoning Map**

**Master Street Plan/Transportation**

The subject property is served by East Johnson Ave. which is classified on the master street plan as a principal arterial which requires a minimum 120 ft. right-of-way (60 ft. to road centerline). The right-of-way dedication shown on the rezoning plat is 83.7 ft. from the road centerline.

## MAPC RECORD OF PROCEEDINGS: Public Hearing held August 13, 2013

### Applicant:

**Mr. George Hamman** appeared before the Commission as agent for the applicant for the Rezoning. He stated that he had not read the staff report and has no further comments as this time.

### Staff:

**Mr. Spriggs** gave staff comments noting the surrounding conditions under the existing R-1 Zoning District for 9.77 acres. The Land Use Plan recommends a combination of Planned Mixed Use Area and Single Family residence. The proposed C-3 LU-O rezoning is partially consistent with the Future Land Use Plan. **Mr. Spriggs** stated that about 50% of the site is proposed as a Planned Mixed Use Area (PMUA) where the rezoning to C-3 LU-O is consistent and approximately 50% of the site is planned as Single Family Low Density where the rezoning is inconsistent. PMUA includes a combination of retail commercial, office and residential uses mixed.

**Mr. Spriggs** gave comments on the subject property is served by East Johnson Ave., which is classified on the master street plan as a principal arterial. The recommended right of way is a minimum 120 ft. right-of-way (60 ft. to road centerline). The right-of-way dedication shown on the rezoning plat is 83.7 ft. from the road centerline.

**Mr. Spriggs** noted that consideration of access management needs to be addressed during the site plan approval process. **Engineering: Michael Morris** had no concerns other than Greenway Lane being a private drive at this point. **Mr. Spriggs** asked **Mr. Hamman** for his comments on the status of Greenway Lane.

**Mr. Hamman:** One of the warranty deeds has shown an ingress/egress easement granted in one area (1/2 of right of way). We are willing to dedicate at least one/half of the requirements. He noted one previous plat done in 1989 where one side of Greenway was dedicated. There is no right of way to get to that dedicated tract. The main driveway will be as far from Greenway as we can get it. They were looking at some access to include the property to the west; however, those details are still pending.

The **Conditions** were read:

1. The proposed listed uses that would be prohibited under the requested limited use overlay include:
  - a. Animal care, general
  - b. Animal care, limited
  - c. Cemetery
  - d. Construction sales and service
  - e. Day care, limited (family home)
  - f. Day care, general
  - g. Funeral home
  - h. Nursing home
  - i. Pawn shop
  - j. Golf course
  - k. Recreational vehicle park
2. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.
4. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.

5. The setback, building height, screening, and site design standards required in “Sec. 117-328. - Residential Compatibility Standards” shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a “triggering property” without any exemptions.

**Department Reviews:** No comments of opposition were received from any department or agency.

**Public Input:**

**Mr. Dennis G. Gambill:** 2024 Greenway Ln.: Noted that he is in favor of this progress. He will be back to request his own property to be rezoned. He has visited the Planning Department to have his property rezoned also. He is hoping that all of his neighbors feel the same way.

**Mr. Josh Brown:** Stated that in terms of the other side of Greenway Ln. (East Side), he has the properties being marketed as well for commercial.

**Mr. Hamman** stated that his client is willing to dedicate right of way to make Greenway Lane a public road. If his client agrees he may have to amend his plan.

**Commission Action:**

**Mr. Scurlock** moved to place Case: RZ-13-14 on the floor for recommendation by MAPC to the City Council, with the noted stipulations, and that changing the zoning of this property from R-1 Single Family Medium Density to the proposed C-3 Limited Use Overlay District is compatible and suitable with the zoning, uses, and character of the surrounding area. Motion seconded by **Mr. Reece**.

**Vote: Mr. Scurlock- Aye; Mr. Hoelscher-Aye; Mr. Kelton- Aye; Mr. Reece- Aye; Mr. Tomlinson- Aye; Mr. Roberts- Chairman.**

**Measure passed unanimously: 5-0 Vote.**

**Absent were: Ms. Nix, Ms. Schrantz, & Mr. Dover**

**Other Departmental/Agency Reviews:**

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	Notes concerning the status of Greenway Lane as a private drive.	Noted no objection
<b>Streets/Sanitation</b>	No objections	Noted no objection
<b>Police</b>	Pending	No comments to date
<b>Fire Department</b>	No objections	Noted no objection
<b>MPO</b>	No objections	Noted no objection
<b>Jets</b>	No objections	Noted no objection
<b>Utility Companies</b>	No objections	Noted no objection

**Conclusion:**

The MPAC and the Planning Department Staff find that the request to rezone property from “R-1 Single Family Residential to C-3 – General Commercial District” submitted for Case RZ 13-12 should be evaluated based on the above observations and criteria. The following restrictions and conditions apply:

6. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
7. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.
8. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.
9. The setback, building height, screening, and site design standards required in “Sec. 117-328. - Residential Compatibility Standards” shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a “triggering property” without any exemptions.
10. Prohibited uses:
  - l. Animal care, general
  - m. Animal care, limited
  - n. Cemetery
  - o. Construction sales and service
  - p. Day care, limited (family home)
  - q. Day care, general
  - r. Funeral home
  - s. Nursing home
  - t. Pawn shop
  - u. Golf course
  - v. Recreational vehicle park

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director

# Site Photographs



Residence located west of site at 5612 East Johnson Ave.



Residence located at southwest corner of site at 5600 East Johnson Ave. Currently zoned C-3 LU-O.



View of site from southwest corner.



View of site from the southeast corner at the East Highland Drive and Greenway Lane intersection.



Residence located on site at 2019 Greenway Lane.



Residence located on site at 2021 Greenway Lane.



Viewing northern portion of site from Greenway Lane.



Residence located east of northeast corner of site at 2024 Greenway Lane.



Residence located east of site at 2010 Greenway Lane.



Residence located east of site at 2006 Greenway Lane.



Residence located east of southeast corner of site at 5710 East Johnson Ave. (Johnson and Greenway intersection)



Property located south of site at the southeast corner of the East Johnson Ave. and Old Bridger Road intersection. Currently zoned C-3 LU-O.



Legislation Details (With Text)

**File #:** ORD-13:046    **Version:** 1    **Name:** Rezoning by Glen Bridger and Phil Bridger  
**Type:** Ordinance    **Status:** Third Reading  
**File created:** 8/14/2013    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C3 LUO FOR PROPERTY LOCATED AT 5508 AND 5512 EAST JOHNSON AS REQUESTED BY GLENN BRIDGER AND PHIL BRIDGER  
**Sponsors:**  
**Indexes:** Rezoning  
**Code sections:**  
**Attachments:** [Plat](#)  
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
8/20/2013	1	City Council		

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: Residential, R-1  
TO: Commercial, C-3, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER: THENCE SOUTH 00°38'38" WEST, 987.76 FEET: THENCE SOUTH 89°04'12" WEST, 29.87 FEET: THENCE SOUTH 01°20'40" WEST, 23.00 FEET: THENCE SOUTH 86°45'54" WEST 50.02 FEET: THENCE SOUTH 06°09'32" WEST, 226.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 49: THENCE ALONG SAID NORTHERLY RIGHT OF WAY AS FOLLOWS: SOUTH 89°15'13" WEST, 361.31 FEET: THENCE NORTH 68°49'18" WEST, 53.09 FEET: THENCE SOUTH 62°40'20" WEST, 55.88 FEET: THENCE SOUTH 89°21'19" WEST, 102.98 FEET: THENCE NORTH 00°38'38" EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY, 1244.10FEET: THENCE NORTH 89°27'08" EAST, 665.17 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 801,681 SQ. FT. OR 18.40 ACRES +/-.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING  
STIPULATIONS:

1) The L.U.O shall prohibit the following uses:

- A) Adult Entertainment
- B) Adult Retail Sales
- C) Tobacco Sales

2) Proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.

3) A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any development of the property.

4) The setback, building height, screening, and site design standards required in “Sec. 117-328 - Residential Compatibility Standards” shall apply with the exception of an increased setback requirement of 20 ft for surface -level parking and driveways. All adjacent property will serve as a “triggering property” without any exemptions.

5) Dedication of the required 60 ft of right-of-way from the centerline of East Johnson Ave.



100' 50' 0' 100'

BEARING BASIS: ARKANSAS STATE PLANE NORTH ZONE (0301)

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 4 EAST

MAPPING POINT B  
N=561349.64  
E=1719132.25

R-1 (NOT INCLUDED)

R-1 (NOT INCLUDED)

POINT OF BEGINNING  
NE CNR, WEST HALF,  
SE 1/4, SE 1/4,  
SEC 2, T-14N, R-4-E

NE CNR,  
SE 1/4, SE 1/4,  
SEC 2, T-14N, R-4-E

TRACT 5  
87,218 SQ. FT.  
2.01 ACRES +/-  
NOT INCLUDED  
R-1

TRACT 4  
87,095 SQ. FT.  
2.00 ACRES +/-  
NOT INCLUDED  
R-1

TRACT 3  
87,075 SQ. FT.  
2.00 ACRES +/-  
NOT INCLUDED  
R-1

TRACT 2  
87,174 SQ. FT.  
2.00 ACRES +/-  
NOT INCLUDED  
R-1

TRACT 1  
60,555 SQ. FT.  
1.39 ACRES +/-  
NOT INCLUDED  
R-1

PROPOSED  
REZONING SITE  
TOTAL  
801,681 SQ. FT. 18.40  
ACRES +/-

CURRENTLY ZONED: R-1  
REQUESTING: C-3 LUO

R-1 (NOT INCLUDED)

R-1 (NOT INCLUDED)

C-3 LUO  
(NOT INCLUDED)

FND MAG NL  
SE CNR,  
SE 1/4, SE 1/4,  
SEC 2, T-14N, R-4-E  
MAPPING POINT A  
N=560043.89  
E=1720445.05

### LEGEND

- BOUNDARY LINE
- - - ADJACENT LOT LINE
- - - 301 EXISTING CONTOUR
- ⊕ BM BENCHMARK
- ⊙ F.I.P. FOUND MONUMENT AS NOTED
- ⊙ S.I.P. SET 1/2" REBAR W/ PS #1709 CAP
- - - W - - - EXISTING WATER LINE
- - - G - - - EXISTING U/G GASLINE
- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- - - SS - - - EXISTING 8" PVC SANITARY SEWER LINE
- ⊕ SSMH EXISTING SANITARY SEWER MANHOLE
- ⊕ WM EXISTING WATER METER



VICINITY MAP-N.T.S.

### DESCRIPTION TRACT 1

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 00°38'38" WEST, 996.76 FEET; THENCE SOUTH 89°04'12" WEST, 29.81 FEET; THENCE SOUTH 07°20'40" WEST, 23.00 FEET; THENCE SOUTH 86°45'54" WEST, 50.02 FEET; THENCE SOUTH 06°09'32" WEST, 236.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 49; THENCE ALONG SAID NORTHERLY RIGHT OF WAY AS FOLLOWS: SOUTH 89°10'12" WEST, 26.51 FEET; THENCE NORTH 68°49'18" WEST, 550.9 FEET; THENCE SOUTH 62°40'30" WEST, 59.88 FEET; THENCE SOUTH 89°31'19" WEST, 102.98 FEET; THENCE NORTH 00°38'38" EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY, 1244.10 FEET; THENCE NORTH 89°27'08" EAST, 665.17 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 801,681 SQ. FT. OR 18.40 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

### OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT I REQUEST A REZONING FROM:

R-1 TO C-3 LUO

SIGNED THIS \_\_\_ DAY OF \_\_\_\_\_ 2013

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT MCNEESE LAND SURVEYING HAS THIS DATE MADE A BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY: 07/10/2013



### SURVEYOR'S NOTES

1. THE FOLLOWING DOCUMENTS WERE USED TO CONDUCT THIS SURVEY:
  - A. A SURVEY OF TROY SHEETS FOR JIMMY RUPARD, DATED FEB. 6, 1981, AS RECORDED IN BOOK 171 PAGE 56, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - B. A SURVEY BY ROBERT NEVELL FOR DOUG RUPARD, DATED JUNE 06, 1991, AS RECORDED IN BOOK 89 PAGE 85, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - C. SURVEY BY BRADLEY HANCOCK FOR GLENN BRIDGER, DATED FEB. 6, 2012.
  - D. WARRANTY DEED FROM BRIDGER TO RUPARD, DATED FEB. 06, 1996, AS RECORDED IN DEED RECORD 229, PAGE 46A, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - E. OUTCLAIM DEED AS RECORDED IN DEED BOOK 781, PAGE 504, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - F. OUTCLAIM DEED AS RECORDED IN DEED BOOK 788, PAGE 40, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - G. OUTCLAIM DEED AS RECORDED IN DEED BOOK 781, PAGE 508, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
  - H. OUTCLAIM DEED AS RECORDED IN DEED BOOK 788, PAGE 44, PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY WHICH A FULL TITLE SEARCH MAY DISCLOSE.

NOT VALID WITHOUT ORIGINAL SIGNATURE

<b>MCNEESE LAND SURVEYING</b>	<b>REZONING PLAT</b>
3008 NEWCASTLE DRIVE PARAGOULD, AR 72450 mike@mcneesesurveying.com	(870) 565-6522
<b>CLIENT:</b> JONESBORO LAND DEVELOPERS, LLC	
DATE: 07/10/2013    SCALE: 1" = 100'    JOB #: 13126 AR PLAT CODE: 500-14N-04E-0-02-220-16-1709	



*City of Jonesboro City Council*  
**Report – RZ 13-15: Bridger Rezoning – 5508 & 5512 E. Johnson Ave.**  
**Huntington Building - 900 W. Monroe**  
*For Consideration by the Council on August 20, 2013*

**REQUEST:** MAPC rezoning approval for a parcel of land currently zoned R-1 Single Family Medium Density to a proposed C-3 Limited Use Overlay District.

**LOCATION:** At the addresses of 5508 and 5512 East Johnson Ave. between Bridger Road and Greenway Lane.

**APPLICANT/  
 OWNER:** Applicant Mike McNeese on behalf of owners Glenn and Phil Bridger

**PURPOSE:** Applicant believes rezoning will allow the highest and best use of property.

**HISTORY:** Part of the property is currently used for residential purposes and past uses were agricultural.

**SITE  
 DESCRIPTION:** **Tract Size:** Approximately 18.4 acres/801,681 sq. ft.  
**Frontage:** Approximately 560 ft. on East Johnson Ave.  
**Topography:** Generally 2 to 3% slope (50:1 to 33:1).

**IDENTIFICATION OF SURROUNDING ZONING, PRESENT LAND USE, & FUTURE LAND USE:**

	<u>ZONING &amp; PRESENT LAND USE</u>	<u>FUTURE LAND USE</u>
Subject Property:	R-1 Single Family Medium Density Two Residences and Agricultural	Planned Mixed Use Area
North of Property:	R-1 Single Family Medium Density Undeveloped Forest	Residence Transitional
Southeast of Property:	C-3 Limited Use Overlay Residence and Agricultural	Planned Mixed Use Area
East of Property:	R-1 Single Family Medium Density Agricultural	Planned Mixed Use Area
South of Property:	R-1 Single Family Medium Density Residence and Agricultural	Planned Mixed Use Area
West of Property:	R-1 Single Family Medium Density	Commercial Node



## Adopted Future Land Use Plan

### **Approval Criteria Checklist- Section 117-34- Amendments:**

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the Planning Commission or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list. Staff has reviewed the proposal and offers the following explanations and findings related to the approval criteria.

Criteria	Explanations and Findings
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 LU-O rezoning is consistent with the Future Land Use Plan where the property is designated as Planned Mixed Use Area.
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal is consistent with the purpose.
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	The proposal is substantially compatible. The subject property is not bordered by any existing residential neighborhoods.
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Limited suitability due to commercial development restrictions associated with R-1 zoning.

(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;	Effective restrictions and conditions imposed on the development of the subject property such as residential compatibility standards will reduce any detrimental effects to nearby property.
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property has not remained vacant as zoned. Property zoned R-1 when purchased by the current owner.
(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.



**Vicinity Zoning Map**

**Master Street Plan/Transportation**

The subject property is served by East Johnson Ave. which is classified on the master street plan as a principal arterial which requires a 120 ft. right-of-way (60 ft. to road centerline). The majority of the dedicated right-of-way is currently 60 ft. from the road centerline. However, approximately 103 ft. of the road frontage has a dedicated right-of-way of 55 ft. to the road centerline.

**MAPC RECORD OF PROCEEDINGS: Public Hearing held August 13, 2013**

**Applicant:** **Mr. Travis Fischer**, TraLan Engineering appeared on behalf of the Bridger's for the rezoning of 18.4 acres from R-1 to C-3 L.U.O. This is immediately west of the previous rezoning petition (Rupard Case).

**Staff:**

**Mr. Spriggs** gave staff comments noting the surrounding conditions under the existing R-1 Zoning District for 18.4 acres. The Land Use Plan recommends a combination of Planned Mixed Use Area (PMUA). The proposed C-3 LU-O rezoning is fully consistent with the Future Land Use Plan. PMUA includes a combination of retail commercial, office and residential uses mixed.

**Mr. Spriggs** gave comments on the subject property which is on East Johnson Ave., classified on the master street plan as a principal arterial which requires a 120 ft. right-of-way (60 ft. to road centerline). The majority of the dedicated right-of-way is currently 60 ft. from the road centerline. However, approximately 103 ft. of the road frontage has a dedicated right-of-way of 55 ft. to the road centerline.

**Mr. Spriggs** added that the compatibility standards for preserving buffering between commercial and remaining residential shall be part of the final site plan.

**Mr. Spriggs** noted that staff will bring caution to access management during the site plan approval process. Engineering: Michael Morris had no concerns.

1. The proposed development shall 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 development of the property.
3. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.
4. The setback, building height, screening, and site design standards required in "Sec. 117-328. - Residential Compatibility Standards" shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a "triggering property" without any exemptions.
5. Dedication of the required 60 feet of right-of-way from the centerline of East Johnson Ave.
6. Prohibited uses:
  - a. Adult entertainment
  - b. Adult retail sales
  - c. Tobacco sales

**Public Input:** None present.

**Department Reviews:** No comments of opposition were received from any department or agency.

**Commission Action:**

**Mr. Reece** moved to place Case: RZ-13-15 on the floor for recommendation by MAPC to the City Council, with the noted stipulations, and that changing the zoning of this property from R-1 Single Family Medium Density to the proposed C-3 Limited Use Overlay District is compatible and suitable with the zoning, uses, and character of the surrounding area. Motion seconded by **Mr. Scurlock**.

**Vote: Mr. Scurlock- Aye; Mr. Hoelscher-Aye; Mr. Kelton- Aye; Mr. Reece- Aye; Mr. Tomlinson- Aye; Mr. Roberts- Chairman.**

Measure passed unanimously: 5-0 Vote.

Absent were: Ms. Nix, Ms. Schrantz, & Mr. Dover

**Other Departmental/Agency Reviews:**

Department/Agency	Reports/ Comments	Status
Engineering	Received	Noted no objection
Streets/Sanitation	Received	Noted no objection
Police	Pending	No comments to date
Fire Department	Received	Noted no objection
MPO	Received	Noted no objection
Jets	Received	Noted no objection
Utility Companies	Received	Noted no objection

**Conclusion:**

The MAPC and the Planning Department Staff find that the request to rezone property from “R-1 Single Family Residential to C-3 – General Commercial District, LUO ” submitted for Case RZ 13-15 should be evaluated based on the above observations and criteria. The following restrictions and conditions apply:

1. The proposed development shall 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 development of the property.
3. Coordination required of all egress/ingress with the State Highway Dept., City Engineering Dept. and the Planning Dept.
4. The setback, building height, screening, and site design standards required in “Sec. 117-328. - Residential Compatibility Standards” shall apply with the exception of an increased setback requirement of 20 ft. for surface-level parking and driveways. All adjacent property will serve as a “triggering property” without any exemptions.
5. Dedication of the required 60 feet of right-of-way from the centerline of East Johnson Ave.
6. Prohibited uses:
  - a. Adult entertainment
  - b. Adult retail sales
  - c. Tobacco sales

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director

# Site Photographs



Residence located on site at 5608 East Johnson Ave.



Residence located on site at 5612 East Johnson Ave.



5600 East Johnson Ave.: Zoned C-3 Limited Use Overlay. Located adjacent to southeast corner of site.



Property across East Johnson Ave. from southeast corner of site.



5501 East Johnson Ave. located across East Johnson Ave. from southwest corner of site.



Viewing north from southern portion of property.



## Legislation Details (With Text)

<b>File #:</b>	ORD-13:048	<b>Version:</b>	1	<b>Name:</b>	Rezoning by Chris Burnett
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Third Reading
<b>File created:</b>	8/15/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT THOMAS GREEN ROAD BETWEEN CHURCH AND DANLEE DRIVE AS REQUESTED BY CHRIS BURNETT				
<b>Sponsors:</b>					
<b>Indexes:</b>	Appeal hearing, Rezoning				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">MAPC Report</a> <a href="#">Plat</a> <a href="#">Appeal Letter</a>				

Date	Ver.	Action By	Action	Result
8/20/2013	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From R-1, Single-Family Medium Density District to C-3, General Commercial District, that land described as follows:

LEGAL DESCRIPTION LOTS 3, 4 AND 5 LESS THE EAST 10.00 FEET OF LOT 3, AS SHOWN ON THE RECORDED PLAT OF WISE SUBDIVISION, RECORDED IN PLAT CABINET "C", PAGE 152 IN THE PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS, CONTAINING IN ALL 56,764 SQ. FT. OR 1.30 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: The requested rezoning classification is further restricted as follows:

1. Any proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.
2. A "Final Site Plan" shall be submitted and reviewed by the MAPC prior to any future development of the proposed site. Final landscaping and signage plans shall be submitted.

3. The following list of uses shall be excluded: Sexually explicit businesses, Shops that specialize in tobacco and/or liquor sales.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

*City of Jonesboro City Council*  
**Staff Report – RZ 13-11: Burnett\_Thomas Green Rd.**  
**Huntington Building - 900 W. Monroe**  
*For Consideration by the Council on August 20, 2013*

**REQUEST:** To consider a rezoning of a parcel of land containing 1.30 acres more or less.

**PURPOSE:** A request to consider a an appeal of a denial by MAPC to Council for a rezoning from R-1, Single Family Residential to C-3 General Commercial District, L.U.O.

**APPLICANT/  
OWNER:** Chris Burnett, 2810 Church St., Jonesboro, AR 72401

**LOCATION:** Thomas Green Road, between Church and DanLee Drive.

**SITE  
DESCRIPTION:** **Tract Size:** 1.30 acres / 56,764 sq. ft.  
**Frontage:** Approx. 472'  
**Topography:** Gradually Slopes  
**Existing Development:** Residence

<b>SURROUNDING CONDITIONS:</b>	<u>ZONING</u>	<u>LAND USE</u>
North:	R-1	Residential
South:	R-1 C-3	Unimproved Office Building & Storage Warehouse
East:	R-1 C-3 LUO	Retail Store, Service Repair Garage, Office Building, & Storage Warehouse Unimproved
West:	R-1	Meadow Wood Subdivision
Northwest:	R-1	Unimproved

**HISTORY:** None.

**ZONING ANALYSIS:** City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

**COMPREHENSIVE PLAN FUTURE LAND USE MAP**

The Current/Future Land Use Map recommends this location as Commercial Node. The proposed rezoning to C-3 General Commercial District is consistent with the adopted land use map.



**Adopted Land Use Map**

**Approval Criteria Checklist- Section 117-34- Amendments:**

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the Planning Commission or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list. Staff has reviewed each and offers explanations and findings as listed in the rezoning checklist below:

<b>Criteria</b>	<b>Consistent (Yes or No)</b>	<b>Explanation</b>
(a) Consistency of the proposal with the Comprehensive Plan	Yes. Plan Update is Pending.	See Land Use Section Above.
(b) Consistency of the proposal with the purpose of the zoning ordinance.	Yes.	Property is currently residential but fronts on a major arterial that has been proposed as a future Commercial Node.
(c) Compatibility of the proposal with the zoning,	Yes, as proposed.	Area is currently residential in nature with a school located just

uses and character of the surrounding area;		south of the tract.
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Suitable.	
(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;	Minimal detrimental effects.	Property is currently Residential but highlighted as part of a commercial node on the long-range Land Use Map.
(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	Several years vacant platted property.	
(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.	With a few exceptions the associated impacts are minimal	Additional units (duplexes) would be equal impact if developed as single family and less impact on the potential by-right usage as High Density Multi-family.  Common open space, sidewalks, community building, and possible picnic/gazebo area should be provided.



Vicinity/Zoning Map

**Findings:**

**Master Street Plan/Transportation**

The subject site is served by Thomas Green Road and Hwy. 141N, Church Street, which is on the Master Street Plan are defined as a Minor Arterial Street for Church St. /Hwy. 141 and a Collector Road for Thomas Green Road. The right of way from the street centerline as shown on the plat satisfies the Master Street Plan recommendations for Thomas Green Road and Hwy. 141.

**Other Departmental/Agency Reviews:**

Department/Agency	Reports/ Comments	Status
Engineering	Received	Shared access with commercial properties on either side should be required.
Streets/Sanitation	Received	No objection noted.
Police	Pending	No comments to date
Fire Department	Received	No objection noted.
MPO	Pending	Shared access with commercial properties on either side should be required.
Jets	Received	No objection noted.
Utility Companies	Received	No objection noted.

The applicant has proposed a C-3 General Commercial District rezoning. With the limited information there are a number of uses allowed by C-3 that would bring concern of compatibility such as:

- Adult Entertainment
- Off-Premises Advertisement

Staff has alerted the applicant that open-ended possible uses may result in community or neighborhood resistance due to the unknown of impacts. Their preference is to move forward as General Commercial, noting that the adult entertainment business would not pass approval because of the adjacent school.

**THE FOLLOWING LIMITED USES ARE TYPICAL ADVISED AS REQUIRING A CONDITIONAL USE APPLICATION / APPROVAL BY THE MAPC:**

- Carwash
- Cemetery
- Construction Services
- Convenience Store
- Gas Station
- General and Limited
- Vehicle Repair

The only means of addressing these uses, is contingent upon the applicant's desire to modify the request as a Limited Use Overlay, and by discouraging undesirable uses while giving attention to compatibility on others.

**RECORD OF PROCEEDINGS: MAPC Public Hearing Held on July 9, 2013**

**Applicant:** Mr. John Easley, Associated Engineering, presented on behalf of the applicant, representing Mr. Burnett. Mr. Easley stated that he intends to continue to park his truck on the site. He also noted that Thomas Green Road is a collector road as designated on the Master Street Plan.

**Staff:** Mr. Spriggs presented the staff findings of the Staff Report; noting that the Current/Future Land Use Map recommends this location as a Commercial Node, which would include general commercial uses. The proposed rezoning to C-3 General Commercial District is found to be consistent with the adopted land use map.

**Master Street Plan:** The subject site is served by Thomas Green Road and Hwy. 141N, Church Street, which is on the Master Street Plan are defined as a Minor Arterial Street for Church St. /Hwy. 141 and a Collector Road for Thomas Green Road. The right of way from the street centerline as shown on the plat satisfies the Master Street Plan recommendations for Thomas Green Road and Hwy. 141.

**Departmental Reviews:** No objections were made from CWL Utility, Streets, Sanitation, Fire nor the Jets departments. The MPO and Engineering Offices recommended shared access with commercial properties on either side should be required.

Mr. Spriggs stated that the applicant has proposed a straight C-3 General Commercial District rezoning. With the limited information there are a number of uses allowed by C-3 that would bring concern of compatibility such as adult entertainment and off-premises advertisement.

Staff alerted MAPC and the applicant that the open-ended possible uses may result in community or neighborhood resistance due to the unknown impacts. Other uses were read that become a potential issue adjacent to residential:

- Carwash
- Cemetery
- Construction Services
- Convenience Store
- Gas Station
- General and Limited
- Vehicle Repair
- 

Mr. Spriggs reminded the Commission that the only means of addressing these uses is contingent upon the applicant's desire to modify the request as a Limited Use Overlay, and by discouraging undesirable uses while giving attention to compatibility on others.

**Public Input: 16 persons stood in opposition.**

**Garry Tate:** 2808 Dan Lee Dr.: Appeared before the MAPC noting that he previously served on the Jonesboro City Council. He added that he opposes rezoning this property because of past issues. There have been certain issues with Code Enforcement as stated by Ronnie Shavers. He referred to 500 pages of violation related information. Mr. Burnett exceeds the 1-ton capacity for commercial vehicles in residential areas. Code Enforcement has cited him before for the high grass that sometimes grows up to 2-3 ft. high. He has bush hogged it at times. He has several non-running vehicles that he recently moved inside.

**Mr. Tate:** We have invested several thousands of dollars of buildings since 1988, before the annexation and we got it approved and inspected by the City, before it was in the City. There are \$250k+ homes in the area. People still call him because he was a previous council member. I have talked to code enforcement concerning this and they had him to bush hog, but its right back to the same thing. It's not a place to be parking a tractor truck. We ask that you have the drainage issues resolved. We would like to see it cleaned up.

**Tom Barnes,** 210 E. Thomas Green Road. His property runs the entire back line of the subject property. Mr. Barnes noted that they have called to get his yard cleared up. Mr. Barnett only wants to have this property to have the tractor truck parked there. He noted that he has 42 years in the transportation industry. He voiced concerns of his property values.

**Mr. Lance.** His house has been up for sale a number of times. The yard has been mowed and manicured. Over 12 years, there has been 1- 2 trailers or more in that back yard with junk trailers, junk piles, or cars or old trucks parked in the yard. If the property were rezoned it will give an opportunity to park big cars and bring junk in there.

**Mr. Randy Ishmael ,** 206 Philadelphia: appeared before the MAPC and voiced his concern of over 16 years as stated by the previous proponents. He is not aware of any enforcement that has occurred. It has not been kept up or treated like a residential area. This is clearly all residential with a few exceptions of a small area. The area is mostly owner occupied and well kept. The question of spot zoning was raised. Various surrounding uses were described: Churches, Dacus Fence, Philadelphia School, Nursing Home, etc. Parking of junk and trailers was mentioned. People have big front yards and changing the zoning will open up for everyone to rezone it for a commercial.

**Mr. Tomlinson** asked for clarification on the Lots 3, 4, and 5. **Mr. Easley:** Lot 1, is where he lives, and it is not for rezoning. **Mr. Tomlinson** commented on his visit to the site, and noted that he would not support a straight C-3 Rezoning, without putting any kind of constraints on the case. Some of the C-3 specified uses are objectionable. He asked if they would entertain a Limited Use

Overlay. With the Limited Overlay District, specific lists of permitted uses are required. The applicant was not in agreement at first; however after deliberation, the applicant agreed to amend his petition to a C-3 Limited Use Overlay District.

Mr. Spriggs clarified: The C-3 Limited Use Overlay shall prohibit adult entertainment uses, off site advertisement, tobacco and liquor sale establishments, carwash, cemetery, convenience store, drive-thru restaurants, and gas station.

**Mr. Chris Burnett** appeared before the Commission and stated that the property will not be used as a parking spot for inoperable, abandoned trucks and vehicles. He added that he only parks his leased truck there on occasion from another company. He is not home every night and he is gone 2-4 weeks at a time. The alleged vehicles belong to his son and he has obtained a business license with some of his friends to have a business elsewhere. **Mr. Burnett** told the Commission that he is taking responsibility of the property and his son's two vehicles will be gone, now that he is starting a business.

**Commission Action:**

**Mr. Kelton** made a **motion** to place Case: RZ-13-11 on the floor for consideration of the recommendation by MAPC to the City Council for the rezoning of this property from R-1, Single Family Residential to C-3 General Commercial District L.U.O. , subject to the Staff conditions. **Motion** was **seconded** by **Dover** who noted that on the basis that the neighbors have a right to appear with the concerns that were voiced, and noted that this is not a good fit for the property and area.

**Roll Call Vote:** Mr. Reece- Nay; Mr. Tomlinson- Nay; Ms. Schrantz- Nay; Mr. Dover- Nay; Mr. Kelton- Nay; Mr. Scurlock-Nay. Motion failed unanimously with a **6-0 vote of denial**.

**Absent** were Beverly Nix and Paul Hoelscher. Mr. Roberts chaired the meeting.

**Conclusion:**

The MAPC finds that the requested Zone Change submitted by Chris Burnett should be evaluated based on the above observations and criteria, of Case RZ 13-11 noted above, a request to rezone property from R-1, Single Family Residential to C-3 General Commercial District (Revise to Limited Use Overlay) should be denied, and forwards this recommendation of denial to the City Council.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director

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# Site Photographs



East Thomas Green Rd. viewing west toward southeast corner of site.



View of site from 210 East Thomas Green Rd. located east of site.



210 East Thomas Green Rd. located east of site.



Jonesboro Public Schools Math and Science located southeast of site.



Intersection of North Church Street and East Thomas Green viewing north toward site.



Vacant property located at the southeast corner of the North Church St. and East Thomas Green intersection.



Dacus Fence property located at the southwest corner of the North Church St. and East Thomas Green intersection.



Vacant property located at the northwest corner of the North Church St. and East Thomas Green intersection.



2806 North Church Street located north of site.

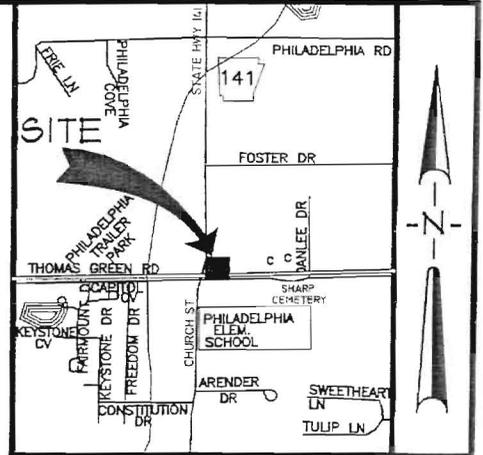
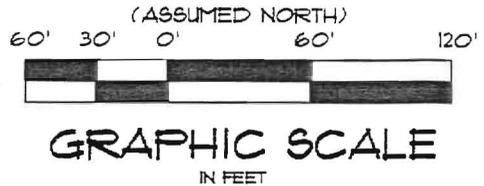
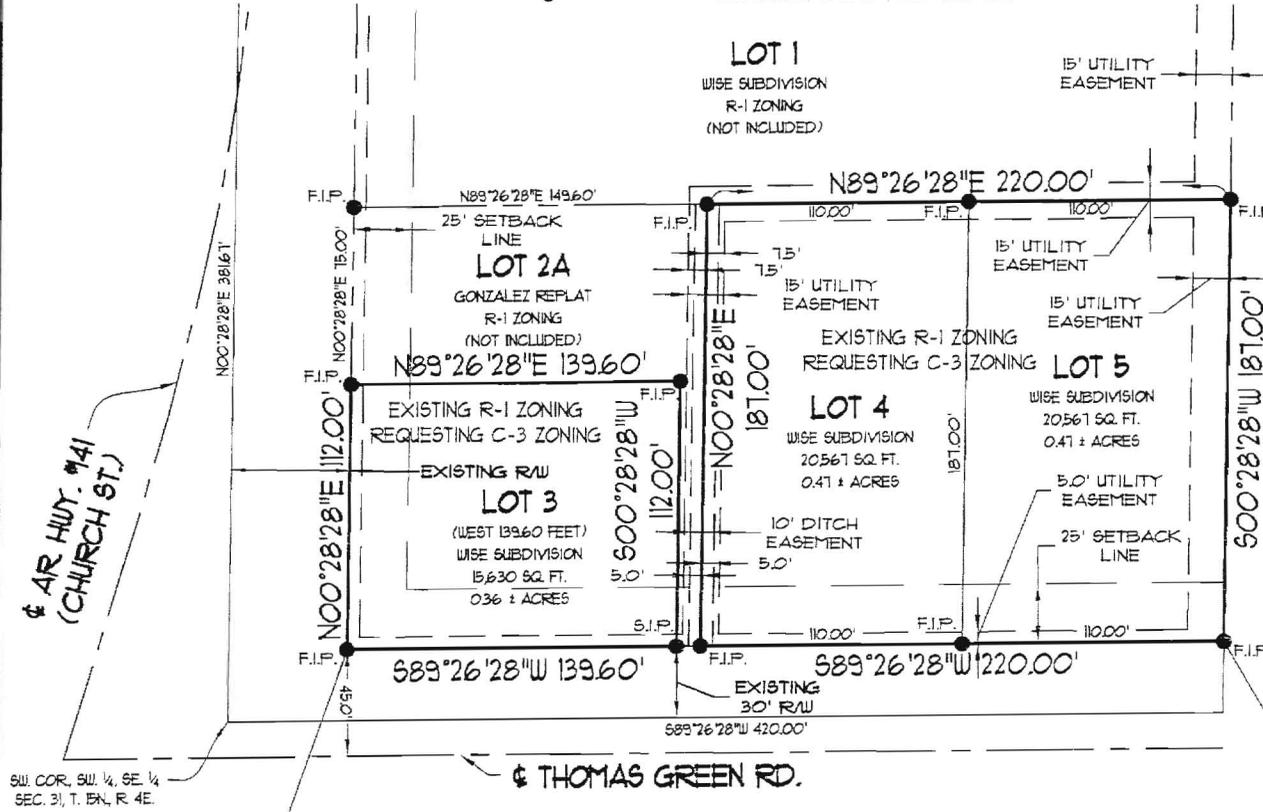


2810 North Church St. located north of site.

**LEGEND**

- = BOUNDARY LINE
- = FOUND IRON PIPE
- = SET IRON PIPE W/ PLS #166 CAP

**LOT 1**  
WISE SUBDIVISION  
R-1 ZONING  
(NOT INCLUDED)



**VICINITY SKETCH**  
NOT TO SCALE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 06/17/2013



*Chris Burnett*  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF ARKANSAS  
CERTIFICATE NO. 166

NOTE: TO BE VALID, COPIES MUST HAVE ORIGINAL SURVEYOR'S SIGNATURE AND SURVEYOR'S SEAL.

MAPPING POINT "A"  
N = 565,225.93  
E = 1,696,855.73

MAPPING POINT "B"  
N = 565,229.53  
E = 1,697,225.28

**DESCRIPTION**

LOTS 3, 4, AND 5 LESS THE EAST 10.00 FEET OF LOT 3, AS SHOWN ON THE RECORD PLAT OF WISE SUBDIVISION, RECORDED IN PLAT CABINET "C", PAGE 152 IN THE PUBLIC RECORDS OF CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.  
CONTAINING 56,764 SQ. FT. OR 1.30 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

**OWNER'S CERTIFICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF PROPERTY AS DESCRIBED HEREON, THAT I REQUEST THE CHANGE IN ZONING AS NOTED.

*Chris Burnett*  
CHRIS BURNETT, OWNER

**ASSOCIATED ENGINEERING AND TESTING, LLC**  
CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING  
103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403  
PH: 870-932-3594 FAX: 870-935-1263

**REZONING PLAT**  
**FOR CHRIS BURNETT**  
**CHURCH ST. & THOMAS GREEN RD.**  
**JONESBORO, ARKANSAS**

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REV	DATE	REVISIONS	DRAWN	CHK'D

DRAWN: CCH	CHECKED: KLS	DATE: 06/17/13	SHEET
SCALE: 1" = 60'	CADD FILE: 13134-002	DLWG#: 0415313.0027	1 OF 1

# *Associated Engineering and Testing, LLC*

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P. O. Box 1462 – Jonesboro, AR 72403 – Phone (870) 932-3594 – Fax (870) 935-1263

July 30, 2013

Ms. Donna Jackson, City Clerk  
Municipal Center  
300 South Church Street  
Jonesboro, Arkansas 72401

Re: MAPC Decision Appeal – Chris Burnett  
Proposed Rezoning – North Church @ Thomas Green Road  
MAPC RZ-13-11  
Jonesboro, Arkansas

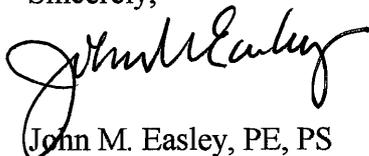
Dear Ms. Jackson;

On behalf of Mr. Chris Burnett, I would like to request that an appeal hearing be set by the Jonesboro City Council for consideration of the MAPC decision regarding the proposed rezoning request by Mr. Burnett. The rezoning request was denied by the MAPC during the July 9, 2013 meeting. The request was for a zoning of General Commercial District (C-3) for Lots 3, 4 and 5 less the east 10.00 feet of Lot 3 of the Wise Subdivision. The zoning was recommended by the Planning Department to allow Mr. Burnett to park a semi-truck at his home. Mr. Burnett is an over the road truck driver. Current city codes do not allow any vehicle over three-quarter ton to be parked in the Residential District (R-1).

During the MAPC meeting, Mr. Burnett agreed to several uses that would be prohibited under the zoning including adult entertainment, off-site advertisement and convenience stores. There were several neighbors that spoke against the rezoning, mainly regarding the appearance of Mr. Burnett's lot (grass not being mowed when needed, old vehicles on the lot, etc.). Mr. Burnett feels that the neighbor complaints were not a zoning issue, but rather a code enforcement issue. Mr. Burnett understands the neighbor's complaints and is working to improve his property by mowing the grass and removing the old vehicles and other items.

Mr. Burnett would like to someday develop the lots along Thomas Green Road into small or quiet commercial development. He would like to address the zoning and the neighbor's complaints before the City Council.

Sincerely,



John M. Easley, PE, PS  
Associated Engineering and Testing, LLC