



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, August 5, 2014

5:30 PM

Municipal Center

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

City Council Chambers, Municipal Center

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

City Council Chambers, Municipal Center

FINANCE COMMITTEE SPECIAL CALLED MEETING AT 5:20 P.M.

City Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-14:064 Presentation by Representative Harold Copenhaver to the City of Jonesboro for Preemption Software

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-14:084 Minutes for the City Council meeting on July 15, 2014

Attachments: [Minutes](#)

RES-14:096 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LETTER OF ENGAGEMENT WITH BRACKETT KRENNERICH FOR ARCHITECTURAL SERVICE FOR RENOVATION OF THE JONESBORO RECREATIONAL CENTER (FORMERLY YMCA)

Sponsors: Mayor's Office and Finance

Attachments: [Brackett Krennerich - Jonesboro Recreational Center](#)

Legislative History

7/22/14 Finance & Administration Recommended to Council
Council Committee

RES-14:099 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE AG FOR AUTISM TO RECEIVE A GRANT FOR THE MIRACLE LEAGUE OF JONESBORO

Sponsors: Grants

Attachments: [AG for Autism Grant Award Letter and Agreement.pdf](#)

Legislative History

7/22/14 Finance & Administration Recommended to Council
Council Committee

RES-14:108 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS APPROVING AN AGREEMENT FOR COMPREHENSIVE DEPENDENT AUDIT WITH SHARP, INC.

Sponsors: Finance

Attachments: [Sharp Dependent Audit Contract](#)
[Sharp Dependent Audit Contract - PDF](#)

Legislative History

7/22/14 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-14:044 AN ORDINANCE TO AMEND CHAPTER 117 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO I-2 FOR PROPERTY LOCATED ON MOORE ROAD AS REQUESTED BY J. MURL SMITH, SANDRA FOWLER AND STEVE MOORE

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

Legislative History

7/15/14 City Council Waived Second Reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:064 **Version:** 1 **Name:** Presentation by Rep. Harold Copenhaver
Type: Other Communications **Status:** To Be Introduced
File created: 7/16/2014 **In control:** City Council
On agenda: 8/5/2014 **Final action:**
Title: Presentation by Representative Harold Copenhaver to the City of Jonesboro for Preemption Software
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

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

Presentation by Representative Harold Copenhaver to the City of Jonesboro for Preemption Software



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:084 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 7/16/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on July 15, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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

Minutes for the City Council meeting on July 15, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, July 15, 2014

5:30 PM

Municipal Center

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

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

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of a portion of a public alley west of Floyd Street as requested by Max Dacus, Jr. and Don Lemay

No one spoke in opposition to the abandonment.

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; Charles Coleman and Todd Burton

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

4. SPECIAL PRESENTATIONS

COM-14:055 Presentation by Jason Franken of Foster & Foster Actuaries and Consultants to discuss the January 1, 2014, non-uniformed actuarial valuation (frozen defined benefit plan) which includes investments with both Principal and Stephens

Sponsors: Finance

Attachments: [Valuation Report](#)

Mr. Franken discussed the actuarial valuation. He noted the city's contribution for the year is again zero. He added the assets more than cover the liabilities at this point. Councilman Moore asked if they could estimate what the life of the plan will be. Mr. Franken explained the life of the plan is determined by the number of people who are entitled to a benefit, as well as their spouse if applicable. Once that last member passes away, then the plan will end. There are 284 participants in the plan with 164 of those still being active, so they do not anticipate this plan ending any time in the

near future. In 2053, they still anticipate paying over \$300,000 in benefit payments.

Councilman Moore then questioned the amount of reserve the city should keep to fund the plan because they don't want too much of a reserve to be there. Mr. Franken indicated there is a \$2.5 million cushion at this point, but at this point he can't say there are too many assets in the plan. Part of it is based on the investment return assumption and the investment experience. If the investment returns don't cover the liabilities, then the city will have to start making payments again. He cautioned if the return assumption rate is lowered, then the liabilities will increase and the \$2.5 million will be hit immediately and may decrease quickly. There is no assumption required by state; rather, it's based on what they assume per year. Mr. Franken added as the number of participants decrease, the investments may change which may trigger an adjustment in the return assumption.

Councilman Dover asked what the total assets are with Principal versus Stephens. Mr. Franken answered Stephens is about \$2.1 million and Principal is about \$7.5 million. The assets with Principal are locked, so the city can't get out of that. If they wanted to get out of the contract, then the city would have to buy annuities for the participants. That would also decrease the cushion the city has, which is why they have not pursued getting out of the contract. They would like to wait until after the interest rates increase and the price of the annuities will be more reasonable than it currently is.

Councilman Dover questioned what the rate of return was with Principal versus Stephens. Chief Financial Officer Ben Barylske stated the return for Principal is much different than Stephens. The return is higher with the Principal assets because he, Mayor Perrin and City Attorney Phillip Crego are trustees on the Stephens plan which increases the liabilities on the Stephens plan. Mr. Franken added 10.7% was the total rate of return, but he can't detail how that was broken down between Principal and Stephens.

This item was Read.

COM-14:061

Presentation of promotional video for North Jonesboro Neighborhood Initiative (NJNI)

Sponsors: Mayor's Office

Mayor Perrin explained the video will be sent to agencies the city anticipates requesting money from.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Approve the Consent Calendar. 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; Charles Coleman and Todd Burton

MIN-14:076

Minutes for the City Council meeting on July 1, 2014

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

MIN-14:080 Minutes for the special called City Council meeting on July 9, 2014

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-14:081 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR JESUS UNLIMITED, INC. REPLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)
[Plat](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-089-2014

RES-14:086 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR SOUTH OAKS SUBDIVISION - PHASE II - REVISED, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)
[Plat](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-090-2014

RES-14:089 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 315 S PATRICK, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance](#)
[Appraisal](#)
[Map](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-091-2014

RES-14:090 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM JIMMY D. ASHLEY AND CHRISTINE L. ASHLEY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-092-2014

RES-14:097

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE SUGGESTED RENAMING OF NORDEX DRIVE TO TRINITY DRIVE REQUESTED BY GRANT CHRISTOPHER ON BEHALF OF TRINITYRAIL.

Sponsors: Mayor's Office

This item was PASSED on the consent agenda.

Enactment No: R-EN-093-2014

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:043

AN ORDINANCE ABANDONING AND VACATING A PORTION OF A PUBLIC ALLEY LOCATED EAST OF FLOYD STREET AS REQUESTED BY MAX DACUS, JR. AND DON LEMAY

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

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

Mayor Perrin noted there has been no opposition to this abandonment and it meets all the standards needed.

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

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;Charles Coleman and Todd Burton

Enactment No: O-EN-044-2014

ORD-14:044

AN ORDINANCE TO AMEND CHAPTER 117 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO I-2 FOR PROPERTY LOCATED ON MOORE ROAD AS REQUESTED BY J. MURL SMITH, SANDRA FOWLER AND STEVE MOORE

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

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

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

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this matter be Waived 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;Charles Coleman and Todd Burton

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

The property sale to Jeremy Moore has been completed.

The lights on Bridge Street were turned on July 3rd. He encouraged everyone to look at them.

The Earl Bell Center is now totally air conditioned and the hardwood floor surface is done. The city was able to find the original photo of the Earl Bell opening in 1936. They sent the picture to the Municipal League for an article in City & Town Magazine.

Bids for the Jonesboro Recreation Center (the old YMCA pool) will open July 21st. This will cover Phase I. The budget is \$250,000 for construction of offices, a conference room and storage space. Phase II and III will be for new floors and basketball courts.

The Miracle League Field project is moving along. The groundwork should be done in two or three weeks. They received a \$2,500 anonymous contribution and another for \$25,000 from Greenway.

The company hired to take care of the storm debris cleanup arrived Monday and have started working. Each day they will update a map on the city's website showing where the company will be working the next day so citizens will know where the company is. He reminded everyone there will be two sweeps of the city over the course of 45 days. He asked all of the citizens to be sure to put out their debris for pickup.

Pine Bluff Mayor Debe Hollingsworth visited yesterday with Code Enforcement and Planning. She is updating those departments in Pine Bluff and visited to get some guidance.

He met with the Highway Department Friday. He got updates on the six projects they were receiving estimates on. They also agreed to do an underpass study for Airport Road for free. The Highway Department informed them they are looking into grouping some grants together, such as the Safe Routes to School and Scenic Byways grants.

The city has issued \$119 million worth of building permits through the end of June.

The permits include residential as well as commercial construction. He expects a big growth in residential construction.

At the next Council meeting, he will present an addendum to the Lakeside Contractors contract for the Matthews project. They had initially tried to keep part of the old sidewalk in order to save money, but in order for it to look better they will make new sidewalks.

COM-14:062 Financial statement for the Jonesboro Airport Commission through June, 2014

Sponsors: Municipal Airport Commission

Attachments: [Financial Statement](#)

Mayor Perrin stated the Airport is doing a good job and they have some projects they are working on. The Airport received word from the Arkansas Aeronautical Commission indicating they may have been paying too much in fees for grants they were applying for. Mayor Perrin offered to help the Airport with grants through the Grants Department to help them save money.

This item was Read.

9. CITY COUNCIL REPORTS

Councilman Street asked about the timeline for putting the sidewalks in on Caraway Road from Matthews. Mayor Perrin stated they have to send out bids for the transfer station, then they can bid the sidewalk project depending on what the bids from the transfer station come in at. Councilman Street then questioned when the light will start working at Clinton School Road and Darr. Mayor Perrin explained they are waiting on the arms.

Councilman Gibson motioned, seconded by Councilman Moore, to suspend the rules and add RES-14:100 to the agenda. All voted aye.

RES-14:100 RESOLUTION TO MAKE APPOINTMENTS TO THE BOARD OF ADJUSTMENTS & APPEALS AND THE MASTER STREET PLAN COMMITTEE

Sponsors: Mayor's Office

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

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

Enactment No: R-EN-094-2014

Councilman Burton asked for an update concerning the recommendations that came out of the Moratorium Committee. Mayor Perrin explained they have not been able to meet recently, but will meet next week. They are working with the Landlord's Association concerning the property management code. They are still discussing other items such as impact fees.

Councilman Moore stated there has been a lot of discussion lately about the MAPC procedure allowing appeals by applicants to be taken to Council, but opposition cannot appeal to Council. He asked for background concerning that decision. City Planner Otis Spriggs explained the policy concerning appeals regarding conditional uses has not change, but they have updated the policy for site plan appeals. The city's ordinances were originally set up to coincide with state law, but the Council has the authority to set up their own policies as long as it doesn't conflict with state law. Councilman Moore then questioned whether there was anything prohibiting either side from appealing to the City Council. Mr. Spriggs answered no, but the Planning Commission does do the research concerning applications brought before them. The rules are adopted by Council by ordinance and can be studied or changed if the Council sees fit. Councilman Moore asked that it be considered that opponents of items approved by the Planning Commission also be able to bring their appeal before Council. Councilman Dover then noted they would have to change the city's ordinances in order to do that. Mr. Spriggs added the current code was adopted in 2001. They will look into the code and research what other cities are doing. Councilman Frierson clarified that any changes to the code wouldn't affect the current situation they are facing.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter 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;Charles Coleman and Todd Burton

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-14:096	Version:	1	Name:	Agreement with Brackett Krennerich for renovation of Jonesboro Recreational Center
Type:	Resolution	Status:			Recommended to Council
File created:	7/2/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LETTER OF ENGAGEMENT WITH BRACKETT KRENNERICH FOR ARCHITECTURAL SERVICE FOR RENOVATION OF THE JONESBORO RECREATIONAL CENTER (FORMERLY YMCA)				
Sponsors:	Mayor's Office, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Brackett Krennerich - Jonesboro Recreational Center				

Date	Ver.	Action By	Action	Result
7/22/2014	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LETTER OF ENGAGEMENT WITH BRACKETT KRENNERICH FOR ARCHITECTURAL SERVICE FOR RENOVATION OF THE JONESBORO RECREATIONAL CENTER (FORMERLY YMCA) WHEREAS, The City is in need of architectural services for the renovation of the Jonesboro Recreational Center (Former YMCA); and

WHEREAS, Brackett Krennerich has been selected to provide said service for the sum of eighteen thousand seven hundred and fifty (\$18,750.00) Dollars.

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

SECTION 1: The City of Jonesboro desires to enter into a Letter of Engagement with Brackett Krennerich for renovation of the Jonesboro Recreational Center (Former YMCA) for the sum of \$18,750.00.

SECTION 2: That Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.



AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Second day of July in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

City of Jonesboro
300 South Church Street
Jonesboro, Arkansas 72401

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

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave. Suite D
Jonesboro, AR 72401
Telephone Number: 870-932-0571
Fax Number: 870-932-0975

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

Alteration to:
Jonesboro Recreational Center
Phase I
City Of Jonesboro
Jonesboro, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

Project Site:

Existing Jonesboro Recreational Center located at 1421 W. Nettleton Ave.

Project Scope:

Interior renovations including new offices, conference room, & restroom.

Architects Consultants:

Mechanical & Electrical Engineers: Pettit & Pettit Consulting Engineers, Heritage West Building, Suite 400
201 E Markham Street, Little Rock, AR 72201-1631

Project Budget:

\$250,000.00 cost of project including constructions costs and architects fee

Funding:

Funding is provided by city sales tax

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

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

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

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

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

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

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

Init.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

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

§ 3.4.4 SUBMITTALS

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

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Fifteen (15) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

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

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor

Init.

the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

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

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Init.

[] Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

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

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

Stipulated Sum of \$24,970.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rate per Attachment "B"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rate per Attachment "B"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty-five percent (25.00 %), or as otherwise stated below:

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

Design Development Phase	Thirty-five	percent (35	%)
Construction Documents Phase	Forty-five	percent (45	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attachment "B"

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

Init.

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

| Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

| 5.50 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

| Not Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement incorporates the following documents listed below:

| AIA Document B104 – 2007 Standard Form of Agreement Between Owner & Architect for a project of limited scope
Attachment "A" – Scope of Work
Attachment "B" – Hourly Fee Schedule

Init.

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

OWNER

(Signature)

Mayor Harold Perrin, Mayor
City of Jonesboro

(Printed name and title)

CITY CLERK

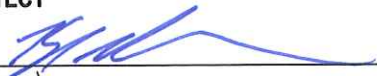
(Signature)

, City Clerk

City of Jonesboro

(Printed name and title)

ARCHITECT



(Signature)

Kyle Cook, Secretary
Brackett Krennerich & Associates, P.A.

(Printed name and title)



Letter of Engagement

Effective May 16th, 2014 Brackett Krennerich & Associates P.A. has entered into agreement with the City of Jonesboro to provide the following architectural services:

Project to include:

- Approx. 1,869 s.f. of renovation to existing Jonesboro Recreational Center (former YMCA)
- (4) Offices
- (1) Conference Room
- (1) Family Restroom
- Updates to entry hallway
- Work of this agreement represents Phase I of a proposed (3) Phase project; Additional phases are to be completed at a later date.
- Area of renovation is represented as "Teal" area in attached schematic floor plan.

The estimated cost of construction for this project: **\$250,000.00** (including soft cost)

The compensation for the architect's basic services will be a stipulated sum of:

\$24,970.00 .

The compensation for each phase of service shall be as follows:

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bid/Contract Awards	5%
<u>Construction Observation</u>	<u>20%</u>
Total Basic Compensation	100%

Owner

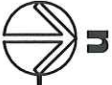
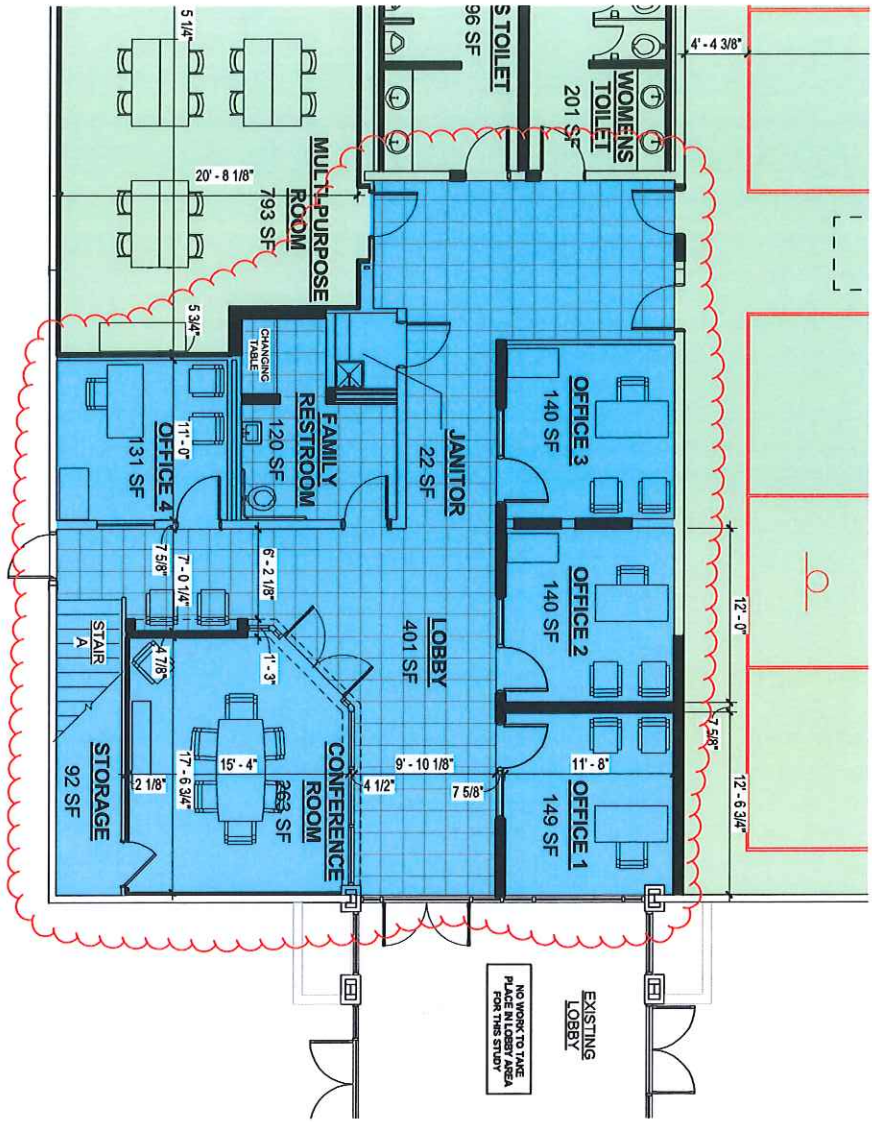
Harold Perrin, Mayor
City of Jonesboro, Arkansas

Architect



Kyle L. Cook, AIA
Brackett Krennerich & Assoc. P.A.

100 East Huntington Avenue, Suite D
Jonesboro, AR 72401
P: 870.932.0571 F: 870.932.0975



first floor plan

SCALE: 1/8" = 1'-0"

Second Floor _____ Two provided
Two provided

OCCUPANCY LOADS (Based on completion of Phase three)

First Floor

Business Occupancies (Area / 100 sq. ft. gross per occupant) _____ 74
Basketball Courts (Area / 50 sq. ft. per occupant) _____ 143
Storage / Mechanical (Area / 300 sq. ft. per occupant) _____ 2
TOTAL _____ 219

Second Floor

Storage / Mechanical (Area / 300 sq. ft. per occupant) _____ 13
TOTAL _____ 13

Due to second floor, a sprinkler system will be required to be installed during Phase three of construction per Section 903.2.1.3. All code information is determined as if building did not have a sprinkler system.
No height or area modifications made. Building meets allowable heights and areas per Table 503 for most restrictive occupancy requirements (Group S1, Storage).

PROPOSED PHASING LEGEND

	PHASE ONE	1,889 SQ. FEET +/-
	PHASE TWO	3,887 SQ. FEET +/-
	PHASE THREE	9,314 SQ. FEET +/-

Attachment "B"
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective June 25, 2014

George J. Krennerich, Principal Architect.....	\$190.00 per hour
Jeff Herren, Principal Architect	\$190.00 per hour
Kyle Cook, Principal Architect.....	\$190.00 per hour
Todd Welch, Staff Architect	\$125.00 per hour
Steve Schoettle, Intern Architect	\$125.00 per hour
Linda Pierce, Interior Designer.....	\$60.00 per hour
Mackenzie Hubbard, Intern Interior Designer	\$40.00 per hour
Kyle Krennerich, CADD Drafter/Construction Coordinator.....	\$75.00 per hour
Chris Ormond, Computer Drafter	\$50.00 per hour
Dede Harper Hillis, Administrative Assistant	\$80.00 per hour
Donna Jackson, Secretary	\$60.00 per hour



Legislation Details (With Text)

File #:	RES-14:099	Version:	1	Name:	Agreement with Ag For Autism for Miracle League Grant
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE AG FOR AUTISM TO RECEIVE A GRANT FOR THE MIRACLE LEAGUE OF JONESBORO				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	AG for Autism Grant Award Letter and Agreement.pdf				

Date	Ver.	Action By	Action	Result
7/22/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE AG FOR AUTISM TO RECEIVE A GRANT FOR THE MIRACLE LEAGUE OF JONESBORO WHEREAS, the City of Jonesboro has been awarded an Ag for Autism Grant in the amount of \$1,259; and

WHEREAS, funds will be utilized for the Miracle League of Jonesboro project.

Therefore, be it resolved by City Council of the City of Jonesboro that:

SECTION 1: The City of Jonesboro will enter into agreement with the AG for AUTISM for said 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 agreement.



June 30, 2014

Dear Ms. Clements,

On behalf of the Ag for Autism Board of Directors, we are pleased to notify you that the city of Jonesboro has been approved for a grant in the amount of \$1,259 to go towards the fiber optic tails for the Miracle League Quiet Room for which you applied.

The board's decision is based off of factors including your grant application, the project's potential impact on the local community and region as perceived by the board, Ag for Autism's available funds, and number of applicants. We recognize the benefits that both your organization and this project provide to those dealing with autism, so Ag for Autism would like to assist by providing this grant.

As with all of our grantees, please keep us updated on the progress of your project. We will enjoy seeing the impact that you will make in our region and the benefits this project will provide to those affected by autism.

Please see attached the grant acceptance form you should sign and return by July 31, 2014, in order to obtain the grant. Do not hesitate to let us know if you have any questions. Thank you for all that you do.

Sincerely,

A handwritten signature in cursive script that reads "Nathan Waldrip".

Nathan Waldrip
President, Ag for Autism

Ag for Autism

2532B Alexander Drive, Jonesboro, AR 72401 (870) 336-2290

Ag for Autism

Grant Acceptance Process and Requirements

SIGN AND RETURN BEFORE JULY 31, 2014

Organization: *City of Jonesboro – Miracle League*

Grant Amount: *\$1,259*

Date: *June 30, 2014*

CONTACT AG FOR AUTISM

Contact Nathan Waldrip by phone at (870)-336-2290 or email at info@agforautism.org indicating your initial acceptance of the grant.

PROVIDE DOCUMENTATION

All grant funding provided by Ag for Autism **must be used only as indicated by Ag for Autism in the enclosed letter**. This was the board's decision based on the recipient's original grant application, available funds, number of applicants, and potential impact on the local community as judged by the board. All purchases or payments regarding the Ag for Autism grant should be documented and provided to Ag for Autism upon request. This may include, but is not limited to, any of the following which may be applicable to the grant:

- Purchases or payments indicated in the original grant application.
- Purchases or payments that are made with funding other than the Ag for Autism grant, but may be related to the project, employee, etc. that the Ag for Autism grant helps to fund.
- Payroll records for any employees that a grant may assist or entirely compensate.
- Ag for Autism reserves the right to request additional information not included on this form that may pertain to a given grant.

PROVIDE SUMMARY

Upon project completion, a one page minimum summary of the project is required. This includes how the grant was used and the end result of the project. If there was no set completion date in the grant application, a one page minimum update will be required one year after the grant has been accepted. After one year, Ag for Autism may request additional updates from the grantee, if necessary.

I have read and understand these requirements in order to receive a grant from Ag for Autism. I accept the terms of this agreement. Failure to comply with this process and these requirements will result in recovery of grant funding by Ag for Autism.

X _____
Signature

Date

Printed Name

Organization

Position with Organization

Ag for Autism

2532B Alexander Drive, Jonesboro, AR 72401 (870) 336-2290



Legislation Details (With Text)

File #:	RES-14:108	Version:	1	Name:	Contract with Sharp, Inc. for comprehensive dependent audit
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/17/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS APPROVING AN AGREEMENT FOR COMPREHENSIVE DEPENDENT AUDIT WITH SHARP, INC.				
Sponsors:	Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Sharp Dependent Audit Contract Sharp Dependent Audit Contract - PDF				

Date	Ver.	Action By	Action	Result
7/22/2014	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS APPROVING AN AGREEMENT FOR COMPREHENSIVE DEPENDENT AUDIT WITH SHARP, INC.

WHEREAS, the City of Jonesboro, Arkansas desires to obtain the services of Sharp, Inc. to perform a comprehensive Dependent Audit of our health insurance to ensure that all covered dependents meet the employer's eligibility requirements to be on our plan; and

WHEREAS, Sharp, Inc. has been selected to perform this service;

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

1. The City of Jonesboro approves the Agreement for Comprehensive Dependent Audit with Sharp, Inc. in the amount of \$8,988.00.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



Agreement for Comprehensive Dependent Audit

PROJECT FEATURES INCLUDED –

- Comprehensive Audit - Amnesty, Verification & Appeals Process
- Dedicated Account Manager
- Employee Communication Campaign via Postage
- Inbound and Outbound Call Center
- Representatives available Onsite at Employer Location for 2 days / Employee Assistance / Documents Retrieval (plus travel costs, additional days can be requested)
- 48 hour Web Based Inquiry Response
- Document Storage and Disposal
- HIPAA Regulations Business Associate Compliance

PRICING CRITERIA –

- Plans Included in Audit – Health Plan
- Employees with Covered Dependents – 321
- Percentage of Audit Population Communicated via Postage – 100%

PROPOSED PRICING –

- Price Per Audited Individual \$28.00
- Total Based on Price Per Audited Individual x Employees with Covered Dependents \$8988
(50% due (\$4494) Final Payment due (\$4494))

This Proposal includes proprietary data, plan provisions and other elements not in the public domain which is "Confidential Information". Proposal and the Confidential Information therein only for evaluating the merits of SHARP, Inc. services for City of Jonesboro and shall protect the Confidential Information of the other party(s) in the same manner it protects its own Confidential Information.

Mayor of Jonesboro

Accepted By: _____

Date: _____

SHARP, Inc.

Accepted By: _____

Date: _____

Attested by: City of Jonesboro, City Clerk

Accepted By: _____

Date: _____



Agreement for Comprehensive Dependent Audit

PROJECT FEATURES INCLUDED –

- Comprehensive Audit - Amnesty, Verification & Appeals Process
- Dedicated Account Manager
- Employee Communication Campaign via Postage
- Inbound and Outbound Call Center
- Representatives available Onsite at Employer Location for 2 days / Employee Assistance / Documents Retrieval (plus travel costs, additional days can be requested)
- 48 hour Web Based Inquiry Response
- Document Storage and Disposal
- HIPAA Regulations Business Associate Compliance

PRICING CRITERIA –

- Plans Included in Audit – Health Plan
- Employees with Covered Dependents – 321
- Percentage of Audit Population Communicated via Postage – 100%

PROPOSED PRICING –

- Price Per Audited Individual \$28.00
- Total Based on Price Per Audited Individual x Employees with Covered Dependents \$8988
(50% due (\$4494) Final Payment due (\$4494))

This Proposal includes proprietary data, plan provisions and other elements not in the public domain which is “Confidential Information”. Proposal and the Confidential Information therein only for evaluating the merits of SHARP, Inc. services for City of Jonesboro and shall protect the Confidential Information of the other party(s) in the same manner it protects its own Confidential Information.

Mayor of Jonesboro

Accepted By: _____

Date: _____

SHARP, Inc.

Accepted By: _____

Date: _____

Attested by: City of Jonesboro, City Clerk

Accepted By: _____

Date: _____



Legislation Details (With Text)

File #: ORD-14:044 **Version:** 1 **Name:** Rezoning at 2304 Moore Road
Type: Ordinance **Status:** Third Reading
File created: 7/9/2014 **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 AG-1 TO I-2 FOR PROPERTY LOCATED ON MOORE ROAD AS REQUESTED BY J. MURL SMITH, SANDRA FOWLER AND STEVE MOORE
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
7/15/2014	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 THE CITY 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 CLASSIFICATIONS AS FOLLOWS:

FROM AG-1 AGRICULTURE TO I-2 GENERAL INDUSTRIAL, FOR THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PART OF THE WEST HALF OF THE NE 1/4 OF SECTION 25, T14N-R4E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 SAID SECTION 25; THENCE N 88° 42' 19" E 154.03 FEET; THENCE N 00° 23' 11" W 143.22 FEET; THENCE N 87° 21' 39" E 1119.01 FEET; THENCE S 00° 23' 52" W 341.09 FEET; THENCE S 88° 41' 32" W 1267.66 FEET; THENCE N 00° 23' 11" W 171.80 FEET TO THE POINT OF BEGINNING, CONTAINING 9.01 ACRES, MORE OR LESS.

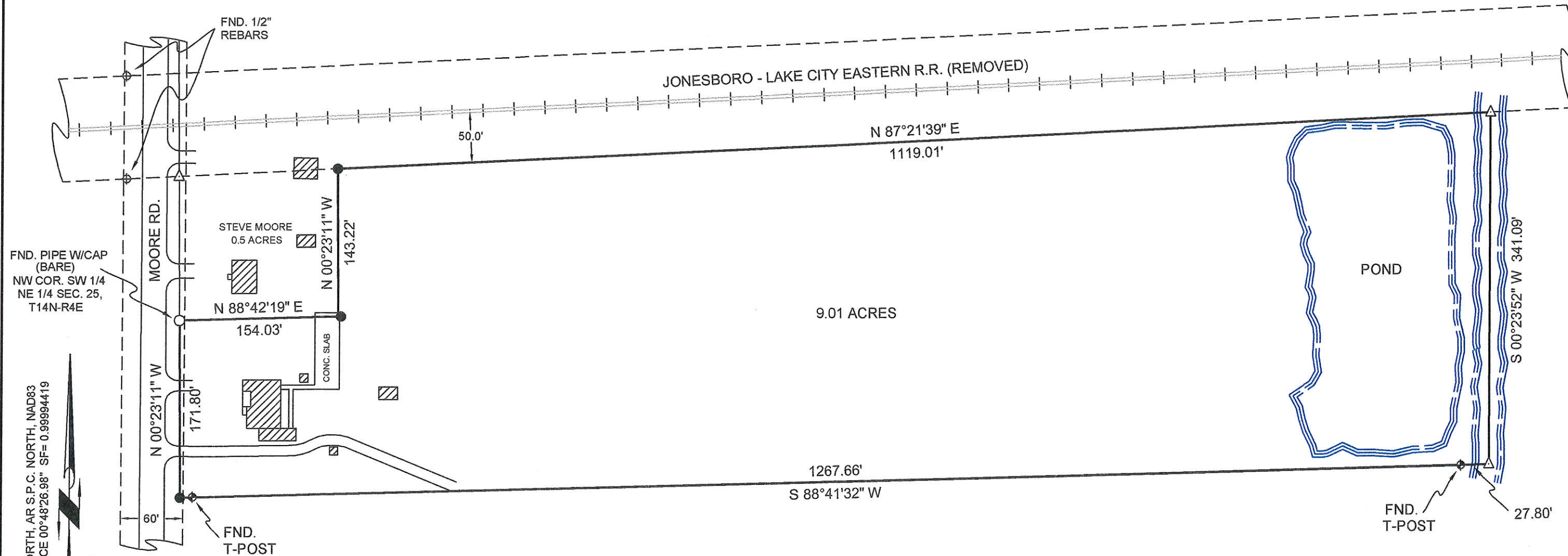
AND

WEST ½ ACRE OF ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, T14N-R4E, LYING SOUTH OF THE RIGHT OF WAY OF THE JONESBORO, LAKE CITY AND EASTERN RAILROAD.

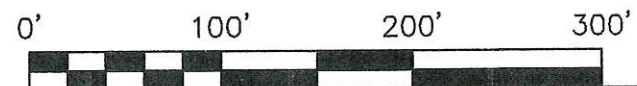
SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant agrees to comply with the Master Street Plan recommendation for Moore Road upon any future redevelopment of the site. .
4. The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.
5. The properties may remain residential until such time the property is submitted for redevelopment as commercial.

REQUEST REZONEING A-1 TO I-2



GPS GRID NORTH, AR S.P.C. NORTH, NAD83
CONVERGENCE 00°48'26.98" SF= 0.99994419



PART OF THE WEST HALF OF THE NE 1/4 SECTION 25, T14N-R4E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 SAID SECTION 25; THENCE N 88°42'19" E 154.03 FEET; THENCE N 00°23'11" W 143.22 FEET; THENCE N 87°21'39" E 1119.01 FEET; THENCE S 00°23'52" W 341.09 FEET; THENCE S 88°41'32" W 1267.66 FEET; THENCE N 00°23'11" W 171.80 FEET TO THE POINT OF BEGINNING, CONTAINING 9.01 ACRES, MORE OR LESS.



PLAT OF SURVEY		
PAUL FOWLER 2304 MOORE ROAD JONESBORO, ARKANSAS 72401		
ADAMSON SURVEYING, 1504 BRANCHWOOD LANE, JONESBORO ARKANSAS, 72404 PH: 932-5900		PLAN SCALE: 1" = 100.00'
REVISION		
6/12/2014	DATE: 05/01/2013	SHEET ONE OF ONE

City of Jonesboro City Council
Staff Report – RZ 14-09: 2300 & 2304 Moore Rd Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on July 15, 2014

REQUEST: To consider a rezoning of 1 parcel of land containing 9.1 acres more or less.

PURPOSE: A request to consider a recommendation for approval forwarded to the Council by the MAPC, for a rezoning from “AG-1” Agricultural to District to “I-2”, General Industrial District.

APPLICANTS/

OWNER: J. Murl Smith, 3712 E. Highland Dr., Jonesboro AR
 Sandra Fowler, 3422 Windover Gardens Circle., Jonesboro AR
 Steve Moore, 2300 Moore Rd., Jonesboro AR

SITE

DESCRIPTION: Tract Size: Approx. 9.1 Acres (396,396 s.f)
 Street Frontage (feet): 314.8 ft along Moore Rd.
 Topography: Flat
 Existing Development: Raw Land

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS: North:	I-1	Vacant
South:	I-2	Nettleton Concrete
East:	AG-1	Vacant
West:	AG-1	Residence

HISTORY: None.

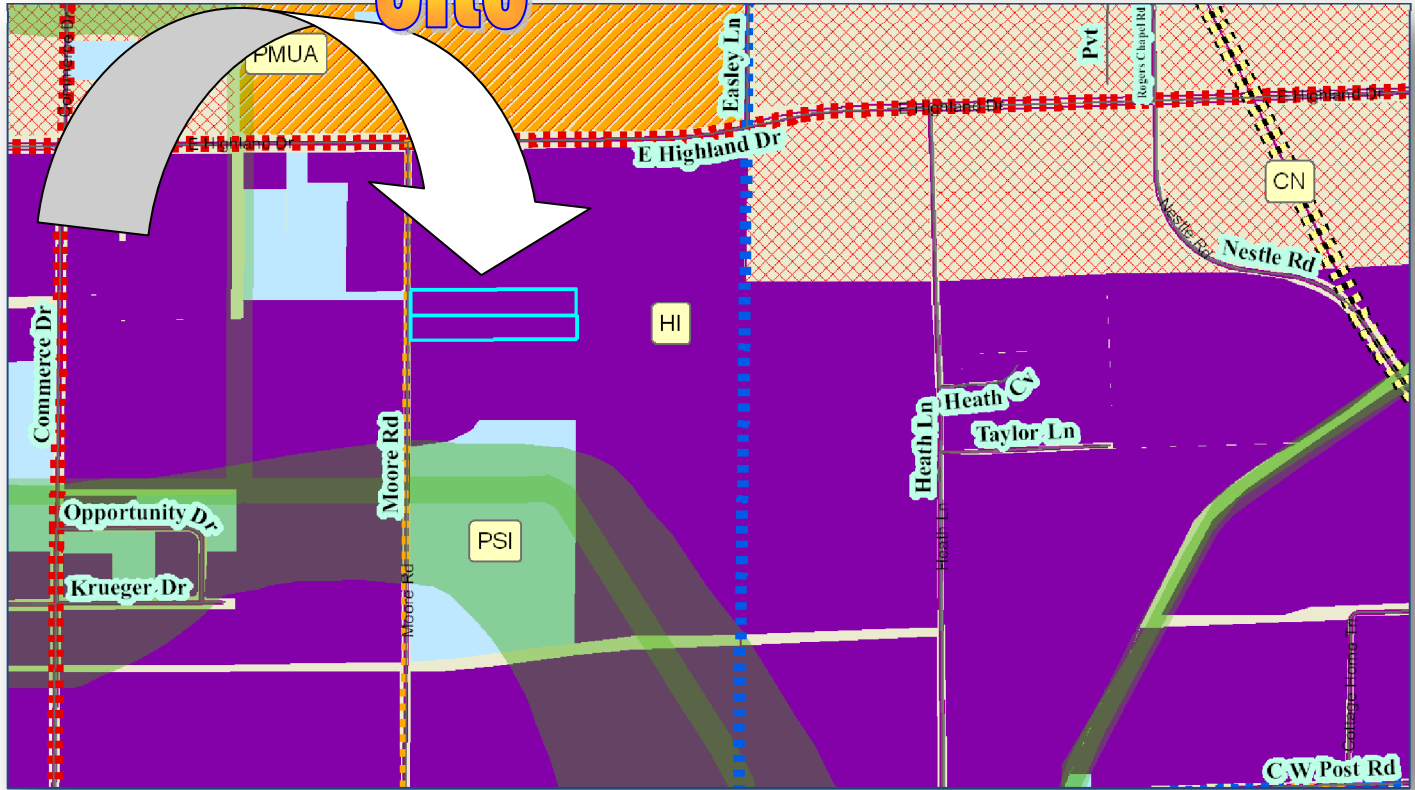
ZONING ANALYSIS

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 a Heavy Industrial. The proposed rezoning is consistent and in compliance with the adopted Land Use Plan.

Site










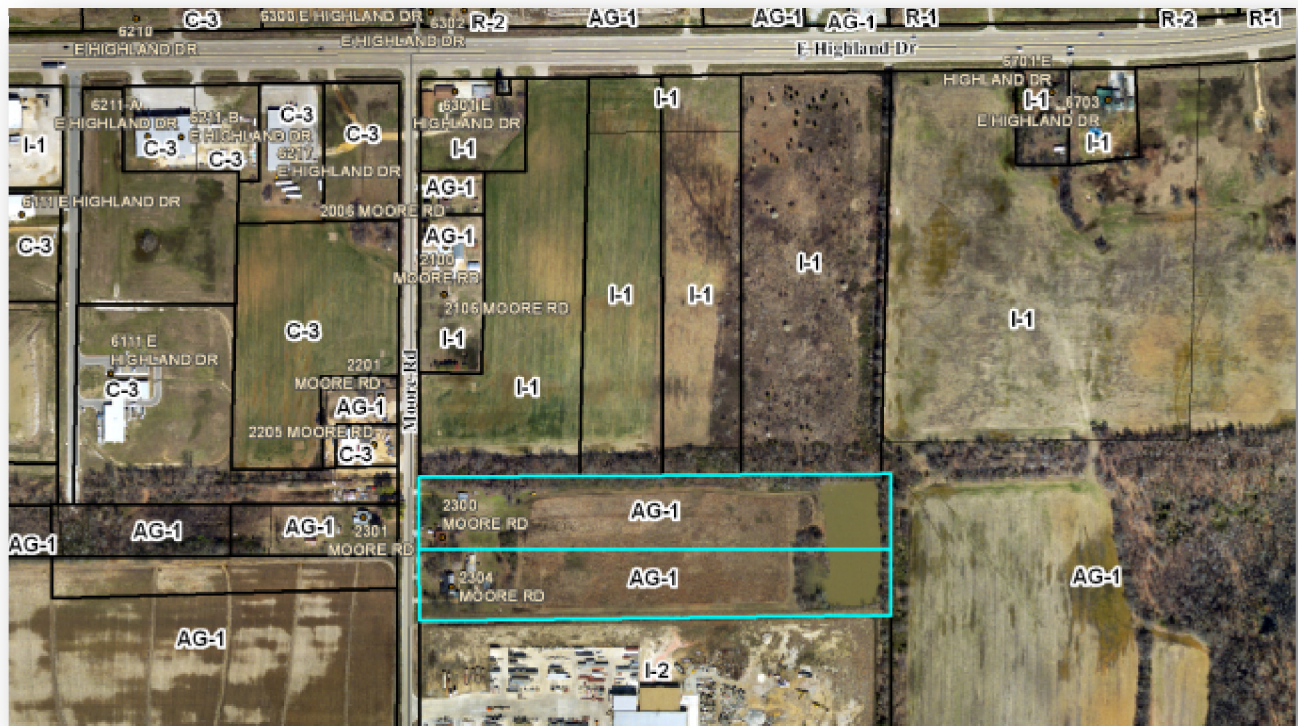
Master Street Plan/Transportation

The subject property is served by Moore Rd. On the Master Street plan, Moore Rd. is classified as a collector road, which requires a 40 ft. right-of-way to road centerline (80 ft. total right-of-way) the rezoning plat illustrates an existing right of way of 30 ft. from the road centerline. Compliance with the master street is required for development of non-platted property.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed I-2 District rezoning is consistent with the Future Land Use Plan.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, as a Limited Use Overlay. Existing homes should be sunshine subject to new development.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This will bring an existing use into compliance.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	This land as used today is unsuitable under the current Residential in AG-1; rezoning is highly recommended.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	The bordering properties are zoned I-1, AG-1, R-1 and I-2. This site and use should not be a detriment to the area.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property is not vacant with the current AG-1 having residential within the zoning district. It has consistently been used as residential since annexation.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned to I-2, LU Overlay.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The applicant is hoping to rezone the subject property to make it conform to the Zoning Classification of the general area. This area is not conducive for residential development. The site is occupied by existing single family homes. The owner states that the site will continue to be used in the same manner until such time it is marketed for industrial uses. As noted in the Land Use Map section, consistency will be achieved with the Future Land Use Plan.

- Minimum Lot Area: 10,000 S.F.
- Minimum Lot Width: 100 ft.
- Minimum Lot Depth.: 100 ft.
- Front/Street Setback: 100 ft.
- Side Yard Setback: 25 ft.
- Rear Yard Setback: 25 ft.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues with the request	
Streets/Sanitation	No issues with the request	
Police	No issues with the request	
Fire Department	No issues with the request	
MPO	No issues with the request	
Jets	No issues with the request	
Utility Companies	No issues with the request	Approval of the septic system for home remaining is needed.

The applicant has proposed an I-2 Industrial District rezoning and staff has listed the permitted and conditional uses allowed by the Code of Ordinances as follows:

List of Industrial Uses	I-2 Heavy Industrial	List of Industrial Uses	I-2 Heavy Industrial
<i>Civic and commercial uses</i>		<i>Agricultural uses</i>	
Automated teller machine	Permitted	Agriculture, animal	Permitted
Bank or financial institution	Permitted	Agriculture, product sales	Permitted
		Auto wrecking or salvage yard	Permitted
Carwash	Conditional	Basic industry	Permitted
Cemetery	Permitted	Landfill (private)	Conditional
Church	Permitted	Manufacturing, general	Permitted
College or university	Permitted	Manufacturing, limited	Permitted
Communication tower	Permitted	Mining or quarrying	Permitted
Day care, limited (family home)	Conditional	Oil & gas drilling	Permitted
Day care, general	Conditional	Solid Waste Incinerator	Conditional
Entertainment, adult	Permitted	Welding & Machine Shop	Permitted
Government service	Permitted	Safety services	Permitted
Indoor firing range	Conditional	Utility, major	Conditional
Library	Permitted	Utility, minor	Permitted
Medical service/office	Permitted	Vehicle and equipment sales	Permitted
Parks and recreation	Conditional	Vehicle repair, general	Permitted
School, elementary, middle and high	Permitted	Vehicle repair, limited	Permitted
Service station	Permitted	Warehouse, residential (mini) storage	Conditional
Vocational school	Permitted		
		<i>Industrial, manufacturing and extractive uses</i>	
		Freight terminal	Conditional
		Research services	Conditional

MAPC RECORD of PROCEEDINGS: Public Hearing Held on July 8, 2014

Applicant: Mr. J. Murl Smith, broker representing the sellers: Appeared before the Planning Commission stating that his clients are seeking to rezone the land from AG-1 to I-2 for the 9.1 acres.

Staff: Mr. Spriggs gave a report of the staff findings, noting that the petition is consistent with the Future Land Use Plan (Heavy Industrial). The owner will be asked to comply with the Master Street Plan upon future redevelopment or platting of the said acreage. Moore Rd. is a Collector Road (80 Ft. R.O.W. required).

Surrounding conditions were described which are consistent with the request. All of the criterion for rezonings is met. The owner understands the condition that if the property were to be redeveloped, the single family homes will have to be discontinued. The applicant is in agreement. No issues were reported by Staff Departments or outside agencies. The conditions were read.

Public Input: None Present

MAPC Deliberation:

Mr. Kelton: Mr. Kelton asked the applicant if the owners have city sewer, and how far away is it. Mr. Smith stated that it is quite a distance. The buyer is Nettleton Concrete for the 9.1 acres.

Motion was made by Mr. Scurlock to recommend approval to Council with the noted stipulations; Motion was 2nd by Mr. Scurlock.

Roll Call Vote: 7-0 Unanimously to approve.

Mr. Kelton- Aye; Mr. Mr. Hoelscher-Aye; Mr. Scurlock-Aye; Mr. Perkins- Aye; Ms. Schrantz- Aye; Mr. Reece: Aye; Mr. Bailey-Aye. Ms. Nix was absent. Mr. Roberts was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria, of Case RZ 14-09, a request to rezone property from "AG-1" Agricultural to "I-2" Industrial; the following conditions are recommended:

1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant agrees to comply with the Master Street Plan recommendation for Moore Road upon any future redevelopment of the site. .
4. The setback, building height, screening, and site design standards are required per "Sec. 117-328. - Residential Compatibility Standards".

5. The properties may remain residential until such time the property is submitted for redevelopment as commercial.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking northeast toward subject property from southwest corner of property.



View looking east along the southern property line of subject property.



View looking southeast toward property located south of subject property.



View looking west toward property located west of subject property.



View looking northwest toward property located northwest of subject property.



View looking east toward property located north of subject property.