



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, November 1, 2011

6:30 PM

Huntington Building

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

City Council Chambers, Huntington Building

SPECIAL CALLED FINANCE MEETING AT 6:00 P.M.

City Council Chambers, Huntington Building

NOMINATING & RULES COMMITTEE MEETING AT 6:15 P.M.

City Council Chambers, Huntington Building

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-11:091 Minutes for the City Council meeting on October 20, 2011.

Attachments: [Minutes](#)

RES-11:168 RESOLUTION TO FILL THE UNEXPIRED TERM OF RICK TUBBS ON THE STORMWATER MANAGEMENT BOARD WITH AN EXPIRATION DATE OF APRIL 30, 2013

Sponsors: Mayor's Office

Attachments: [Tubbs resignation](#)

RES-11:183 RESOLUTION FOR A RESIDENTIAL ANTI-DISPLACEMENT PLAN

Sponsors: Grants

Attachments: [24cfr570.496](#)

- RES-11:184** RESOLUTION ESTABLISHING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN JONESBORO'S JURISDICTION AGAINST INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS.
Sponsors: Grants
- RES-11:185** AUTHORIZING RESOLUTION FOR APPLICATION TO THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION FOR CDBG FUNDS FOR QUAD-GRAPHICS, INC., CREATING 32 NEW, FULL TIME - EQUIVALENT JOBS IN JONESBORO, ARKANSAS, NO LATER THAN AUGUST 1, 2013.
Sponsors: Grants
- RES-11:186** RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING THE 2012-2016 FIVE YEAR CONSOLIDATED PLAN AND THE 2012 ACTION PLAN FOR THE CITY, DATED OCTOBER 31, 2011, INCLUDING THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS AND BUDGET
Sponsors: Community Development
Attachments: [2012 ConPlan_Final Version](#)
[2012 Action Plan with Maps](#)
- RES-11:188** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO SUPPORTING THE PASSAGE OF THE 2011 INTERSTATE REHABILITATION PROGRAM
Sponsors: Mayor's Office
- RES-11:189** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Attachments: [City Youth Ministries](#)
- RES-11:190** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Attachments: [HCSI contract](#)
- RES-11:191** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Attachments: [JURHA - Housing Counseling](#)
- RES-11:192** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Attachments: [JURHA - Subsistence](#)
- RES-11:193** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY

DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Sponsors: Community Development**Attachments:** [Mid South Health - Employment](#)**RES-11:194**

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Sponsors: Community Development**Attachments:** [Mid South Contract - Subsistence](#)**RES-11:196**

RESOLUTION TO REAPPOINT DR. DAVID ENGLAND TO THE JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY WITH AN EXPIRATION DATE OF OCTOBER 31, 2016

Sponsors: Mayor's Office**Attachments:** [JURHA information](#)**6. NEW BUSINESS***ORDINANCES ON FIRST READING***ORD-11:083**

AN ORDINANCE REPEALING ORDINANCE 11:044 AND ADOPTING BY REFERENCE CHAPTER 66 SECTION 5 ENTITLED SPECIAL EVENT PERMIT, FOR THE REGULATION OF SPECIAL EVENTS AND STREET CLOSINGS IN THE CITY OF JONESBORO, ARKANSAS

Sponsors: Mayor's Office**Attachments:** [Special Event Permit](#)[ORD 11 044](#)[Special Event Assembly Permit old version](#)*EMERGENCY CLAUSE***Legislative History**

10/20/11	Public Safety Council Committee	Recommended to Council
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7. UNFINISHED BUSINESS*ORDINANCES ON SECOND READING***ORD-11:076**

AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM

Sponsors: Mayor's Office*EMERGENCY CLAUSE***Legislative History**

10/20/11	City Council	Held at one reading
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ORD-11:080 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND R-2 TO RM-12 FOR PROPERTY LOCATED AT 2700 AND 2703 WAKEFIELD DRIVE AS REQUESTED SANDA GREENE

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

Legislative History

10/20/11 City Council Held at one reading

ORD-11:082 AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM C-2 TO C-1 FOR PROPERTY LOCATED AT 901 SOUTH MAIN STREET AS REQUESTED BY FIRST UNITED METHODIST CHURCH

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

Legislative History

10/20/11 City Council Held at one reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:091 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/24/2011 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on October 20, 2011.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on October 20, 2011.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Thursday, October 20, 2011

6:30 PM

Huntington Building

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

SPECIAL CALLED FINANCE COMMITTEE MEETING AT 6:00 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Charles Coleman

Absent 2 - Rennell Woods and Mikel Fears

4. SPECIAL PRESENTATIONS

COM-11:079 Presentation on modern roundabouts by the Honorable Mayor Tab Townsell of Conway

Sponsors: Mayor's Office

Conway Mayor Tab Townsell discussed roundabouts. He cautioned that roundabouts should be placed in smaller areas before being put in a high-traffic area so citizens can get used to the concept. He also stated roundabouts should be operated correctly and should not be operated clockwise. He added roundabouts should not have landscaping that would obscure the sight of the driver, so the driver can see all around the roundabout. He noted the cost of a roundabout is about the same cost as a traffic signal, but the maintenance cost is much lower.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

MIN-11:087 Minutes for the City Council meeting on October 4, 2011

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-11:162 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWAY ROAD, A RESIDENTIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-116-2011

RES-11:163 A RESOLUTION TO CONTRACT WITH TYRER DENTAL CARE FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Tyrer Dental Care](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-117-2011

RES-11:164 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION", DNW, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-118-2011

RES-11:169 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-119-2011

RES-11:176 A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Regions Bank](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-120-2011

RES-11:178 A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF FIVE SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Nea Baptist Clinic](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-121-2011

RES-11:179 A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

Sponsors: Finance

This item was PASSED on the consent agenda.

Enactment No: R-EN-122-2011

RES-11:180 A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

Sponsors: Finance

This item was PASSED on the consent agenda.

Enactment No: R-EN-123-2011

RES-11:181 A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Finance

This item was PASSED on the consent agenda.

Enactment No: R-EN-124-2011

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-11:069 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN OFFICE MANAGER TO THE PARKS AND RECREATION DEPARTMENT

Sponsors: Parks & Recreation and Human Resources

Attachments: [Office Manager - Parks](#)

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

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

Councilman Moore asked why the emergency clause is needed. Mayor Perrin explained they are in the process of realigning the Parks Department. This position will be a budget savings for the department. Due to the addition of duties to the department from new responsibilities such as Southside Ballpark, some calls are being diverted to the Earl Bell Center. This position will help take care of those duties and make the customer service more effective. He added he would like this person to help with the department's budget process.

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 by a unanimous vote

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

Enactment No: O-EN-062-2011

ORD-11:076 AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM

Sponsors: Mayor's Office

Mayor Perrin asked for the ordinance to be read at three different times in order for citizens to have ample time to review the proposed ward map.

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

This ordinance was Held at one reading.

ORD-11:078 AN ORDINANCE TO AMEND ORD-07:29 REGARDING PURCHASES

Sponsors: Finance

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

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

Councilman Moore questioned the need for the emergency clause. Mayor Perrin explained they are trying to streamline the purchasing process because past procedures were lengthy. He noted this will save a lot of time and they will still have spending controls. He added it will bring the City inline with State law.

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Gibson, 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 by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

Enactment No: O-EN-063-2011

ORD-11:079

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2011 BUDGET AND AUTHORIZING A 3% COST OF LIVING INCREASE TO ALL FULL-TIME EMPLOYEES AND ELECTED OFFICIALS OF THE CITY OF JONESBORO

Sponsors: Finance

Attachments: [Mayor's Statement](#)

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

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

Mr. Pat Austin spoke in opposition to the ordinance. He expressed concern over the pay raise due to current economic concerns. He noted the pay raise comes after the City asked for a public safety tax and also had to pay debts such as the King's Ranch lawsuit.

After passage of the ordinance, Councilman Moore questioned the emergency clause. Mayor Perrin read a statement concerning the pay raise. Statement is attached to ORD-11:079 file.

Councilwoman Williams motioned, seconded by Councilman Moore, to adopt the emergency clause. All voted aye.

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

Enactment No: O-EN-064-2011

ORD-11:080 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND R-2 TO RM-12 FOR PROPERTY LOCATED AT 2700 AND 2703 WAKEFIELD DRIVE AS REQUESTED SANDA GREENE

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

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

This item was Held at one reading.

ORD-11:082 AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM C-2 TO C-1 FOR PROPERTY LOCATED AT 901 SOUTH MAIN STREET AS REQUESTED BY FIRST UNITED METHODIST CHURCH

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

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

This item was Held at one reading.

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Emails have been sent out concerning the Highway meeting yesterday. They are pleased with the project extending Stadium Boulevard south to five lanes. The project will add another traffic light at the intersection with Parker. Also, the project concerning a dedicated right-hand turn lane on Highway 49 at the Parker Road intersection was discussed. Both projects came in at a total bid of \$390,000, which is less than what they had projected. In December, they will bid out the project on Highway 1 to add left and right hand turning lanes. The City has \$1.9 million with the Highway Department to spend. Councilman Vance questioned whether additional work is needed on the intersection that was bid out. Mayor Perrin stated they will look into it, but it is their understanding the bid is for signalization and the winding of the road. He noted they could possibly take Stadium Blvd five lanes further south.

They are waiting on the exit interview with Legislative Audit.

The 2012 budget process is underway. Chief Financial Officer Ben Barylske has been meeting with the department heads. They plan to present the budget to the City Council before Thanksgiving so it can be reviewed over the holiday.

The City moved the flashing lights by Blessed Sacrament over to Highland. The flashing lights on Caraway Road by Fox Meadow Schools have also been moved to Southside Ballpark to help Nettleton Schools.

The Street Department is working on Viney Slough before going over to Robinson Road.

Citizens have requested lowering the liens against properties the City mows. They are looking into that before recommending anything to the City Council.

COM-11:081 Financial reports through September, 2011

Through September, revenues exceed expenditures by \$1.4 million. Expenses are \$390,000 below budget.

This item was Read.

COM-11:077 2010 A-133 Federal Grants Audit Report

Sponsors: Grants

Attachments: [FY 2010 A-133 Federal Grants Audit Report](#)

This item was Read.

9. CITY COUNCIL REPORTS

Councilwoman Williams motioned, seconded by Councilman Moore, to suspend the rules and place ORD-11:081 on the agenda. All voted aye.

ORD-11:081 AN ORDINANCE FOR THE HIRING OF A REPLACEMENT PARALEGAL FOR THE CITY ATTORNEY DEPARTMENT

Sponsors: City Attorney's Office

Councilwoman Williams offered the ordinance for first reading.

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

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

Enactment No: O-EN-065-2011

Councilman Moore asked that short one-line sentences be added to the agenda whenever there is an ordinance with an emergency clause to explain the need for the emergency clause. He also asked for an update concerning Indian Mall. Code Enforcement Officer Ronnie Shaver explained they have not started condemnation on the mall, but have spoken with the owners. The owners have taken asbestos samples and they are waiting on the results. He further explained they are working with the owners, but they have had theft issues as well as safety issues. Councilman

Moore asked if Mr. Belz could send them a timeline concerning the condemnation or demolition of Indian Mall. Mayor Perrin stated he will work on that tomorrow. He noted they offered to take the brick because the City could use it on other projects.

City Planner Otis Spriggs added they have met with the owners and utility companies concerning the property. The owners will be moving forward with renovation of the Sears store and demolition of the rest of the building.

10. PUBLIC COMMENTS

Parks Department employee Larry Jackson stated the employees are thankful for the cost of living increase approved by Council. He added the employees asked about cost of living increases for 2012 and he informed them there would be no increase in 2012.

Mr. Pat Austin questioned the cost of the pay raise. Mayor Perrin stated through the end of the year it is going to cost the City \$147,000. Mr. Austin asked Mayor Perrin how long each alderman has been in office. Mayor Perrin stated he couldn't tell Mr. Austin that information. Councilman Moore noted if Mr. Austin would ask City Clerk Donna Jackson for that information she could provide him with it. City Clerk Jackson stated if Mr. Austin would leave his contact information with her she would provide the information. Mr. Austin stated he no longer wanted the information.

Mayor Perrin added the City applied for a grant with the Delta Regional Authority several months ago in order to construct a convention center. The grant was awarded today and they are very appreciative for the grant. The amount received is \$403,998, but there are many more pieces to the puzzle in order to complete the project. He noted it will take much more time to put the project together.

11. ADJOURNMENT

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Charles Coleman

Absent: 2 - Rennell Woods and Mikel Fears

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

Attest:

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



Legislation Details (With Text)

File #:	RES-11:168	Version:	1	Name:	Appointment of Marvin Day to Stormwater Board
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/19/2011	In control:		In control:	Nominating and Rules Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION TO FILL THE UNEXPIRED TERM OF RICK TUBBS ON THE STORMWATER MANAGEMENT BOARD WITH AN EXPIRATION DATE OF APRIL 30, 2013				
Sponsors:	Mayor's Office				
Indexes:	Appointment/Reappointment				
Code sections:					
Attachments:	Tubbs resignation				

Date	Ver.	Action By	Action	Result
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title
RESOLUTION TO FILL THE UNEXPIRED TERM OF RICK TUBBS ON THE STORMWATER MANAGEMENT BOARD WITH AN EXPIRATION DATE OF APRIL 30, 2013

body
WHEREAS, on January 2, 2007, the City Council of Jonesboro, Arkansas, created the Stormwater Management Board to promote the public health, safety and general welfare of the citizens; and

WHEREAS, Rick Tubbs was appointed to the Board on May 4, 2010; and

WHEREAS, Mr. Tubbs has offered his resignation from the Board due to business concerns; and

WHEREAS, Mayor Perrin has recommended Marvin Day to fill the unexpired term of Mr. Tubbs.

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

SECTION 1: Marvin Day is appointed to replace Rick Tubbs on the Stormwater Management Board with an expiration date of April 30, 2013.

"Everything for the Builder & Do-It-Yourselfer!"

915 East Parker Road
Jonesboro, AR 72404



(870) 932-7411
Fax (870) 932-7469

September 16, 2011

Dear Mayor Perrin,

I am writing this letter to ask to be removed from the Stormwater Management Board. Due to heavy work loads in the morning I am unable to get away for the meetings. I appreciate the opportunity to serve on this board. If I can be any assistance to you in other ways feel free to contact me.

Thank you again,

A handwritten signature in cursive script that reads "Rick Tubbs".

Rick Tubbs
General Manager

RECEIVED
SEP 15 2011
BY: *cglasson*



Legislation Details (With Text)

File #:	RES-11:183	Version:	1	Name:	Residential anti-displacement plan
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/12/2011	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION FOR A RESIDENTIAL ANTI-DISPLACEMENT PLAN				
Sponsors:	Grants				
Indexes:	Policy - creation/amendment				
Code sections:					
Attachments:	24cfr570.496				

Date	Ver.	Action By	Action	Result
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Title
RESOLUTION FOR A RESIDENTIAL ANTI-DISPLACEMENT PLAN

Body

Whereas, the City of Jonesboro, Arkansas will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with AEDC - Quad Graphics - funds provided under the Housing and Community Development Act of 1974, as amended, and described in 24 CFR 570.496a(b)(1). All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion; and

Whereas, the City of Jonesboro, Arkansas will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities; and

Whereas, if any such project will involve demolition or conversion of low/moderate-income dwelling units, the following will be provided:

1. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units as a direct result of the assisted activity; and
2. A time schedule for the commencement and completion of the demolition or conversion; and
3. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as a replacement dwelling unit; and
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least ten years from the date of initial occupancy.

Consistent with the goals and objectives of activities assisted under the Act, the City of Jonesboro, Arkansas will make every effort to minimize the displacement of persons from their homes.

§ 570.496

24 CFR Ch. V (4-1-10 Edition)

puts the state on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(2) Advise the state that additional information or assurances will be required before acceptance of one or more of the certifications required for the succeeding year grant;

(3) Advise the state to suspend or terminate disbursement of funds for a deficient activity or grant;

(4) Advise the state to reimburse its grant in any amounts improperly expended;

(5) Change the method of payment to the state from an advance basis to a reimbursement basis;

(6) Based on the state's current failure to comply with a requirement of this subpart which will affect the use of the succeeding year grant, condition the use of the succeeding fiscal years grant funds upon appropriate corrective action by the state. When the use of funds is conditioned, HUD shall specify the reasons for the conditions and the actions necessary to satisfy the conditions.

(b)(1) Whenever HUD determines that a state or unit of general local government which is a recipient of CDBG funds has failed to comply with section 109 of the Act (nondiscrimination requirements), HUD shall notify the governor of the State or chief executive officer of the unit of general local government of the noncompliance and shall request the governor or the chief executive officer to secure compliance. If within a reasonable time, not to exceed sixty days, the governor or chief executive officer fails or refuses to secure compliance, HUD may take the following action:

(i) Refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;

(ii) Exercise the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-7);

(iii) Exercise the powers and functions provided for in § 570.496; or

(iv) Take such other action as may be provided by law.

(2) When a matter is referred to the Attorney General pursuant to paragraph (b)(1)(i) of this section, or whenever HUD has reason to believe that a

State or unit of general local government is engaged in a pattern or practice in violation of the provisions of section 109 of the Act, 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.

§ 570.496 Remedies for noncompliance; opportunity for hearing.

(a) *General.* Action pursuant to this section will be taken only after at least one of the corrective or remedial actions specified in § 570.495 has been taken, and only then if the State or unit of general local government has not made an appropriate or timely response.

(b) *Remedies.* (1) If HUD finds after reasonable notice and opportunity for hearing that a State or unit of general local government has failed to comply with any provision of this subpart, until HUD is satisfied that there is no longer failure to comply, HUD shall:

(i) Terminate payments to the state;

(ii) Reduce payments for current or future grants to the state by an amount equal to the amount of CDBG funds distributed or used without compliance with the requirements of this subpart;

(iii) Limit the availability of payments to the state to activities not affected by the failure to comply or to activities designed to overcome the failure to comply;

(iv) Based on the state's failure to comply with a requirement of this subpart (other than the state's current failure to comply which will affect the use of the succeeding year grant), condition the use of the grant funds upon appropriate corrective action by the state specified by HUD; or

(v) With respect to a CDBG grant awarded by the state to a unit of general local government, withhold, reduce, or withdraw the grant, require the state to withhold, reduce, or withdraw the grant, or take other action as appropriate, except that CDBG funds expended on eligible activities shall not be recaptured or deducted from future CDBG grants to such unit of general local government.

(2) HUD may on due notice suspend payments at any time after the

issuance of a notice of opportunity for hearing pursuant to paragraph (d) of this section, pending such hearing and a final decision, to the extent HUD determines such action necessary to prevent a continuation of the noncompliance.

(c) In lieu of, or in addition to, the action authorized by paragraph (b) of this section, if HUD has reason to believe that the state or unit of general local government has failed to comply substantially with any provision of this subpart, HUD may:

(1) Refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; and

(2) Upon such a referral, the Attorney General may bring a civil action in any United States district court having venue thereof for such relief as may be appropriate, including an action to recover the amount of the CDBG funds which was not expended in accordance with this subpart, or for mandatory or injunctive relief.

(d) *Proceedings.* When HUD proposes to take action pursuant to this section, the respondent in the proceedings will be the state. At the option of HUD, a unit of general local government may also be a respondent. These procedures are to be followed before imposition of a sanction described in paragraph (b)(1) of this section:

(1) *Notice of opportunity for hearing.* HUD shall notify the respondent in writing of the proposed action and of the opportunity for a hearing. The notice shall be sent to the respondent by first class mail and shall provide notice:

(i) In a manner which is adequate to allow the respondent to prepare its response, the basis upon which HUD determined that the respondent failed to comply with a provision of this subpart;

(ii) That the hearing procedures are governed by these rules;

(iii) That the respondent has 14 days from receipt of the notice within which to provide a written request for a hearing to the Docket Clerk, Office of Administrative Law Judges, and the address and telephone number of the Docket Clerk;

(iv) Of the action which HUD proposes to take and that the authority for this action is § 570.496 of this subpart;

(v) That if the respondent fails to request a hearing within the time specified, HUD's determination that the respondent failed to comply with a provision of this subpart shall be final and HUD may proceed to take the proposed action.

(2) *Initiation of hearing.* The respondent shall be allowed 14 days from receipt of the notice within which to notify HUD in writing of its request for a hearing. If no request is received within the time specified, HUD's determination that the respondent failed to comply with a provision of this subpart shall be final and HUD may proceed to take the proposed action.

(3) *Administrative Law Judge.* Proceedings conducted under these rules shall be presided over by an Administrative Law Judge (ALJ), appointed as provided by section 11 of the Administrative Procedure Act (5 U.S.C. 3105). The case shall be referred to the ALJ by HUD at the time a hearing is requested. The ALJ shall promptly notify the parties of the time and place at which the hearing will be held. The ALJ shall conduct a fair and impartial hearing and take all action necessary to avoid delay in the disposition of proceedings and to maintain order. The ALJ shall have all powers necessary to those ends, including but not limited to the power:

(i) To administer oaths and affirmations;

(ii) To issue subpoenas as authorized by law;

(iii) To rule upon offers of proof and receive relevant evidence;

(iv) To order or limit discovery before the hearing as the interests of justice may require;

(v) To regulate the course of the hearing and the conduct of the parties and their counsel;

(vi) To hold conferences for the settlement or simplification of the issues by consent of the parties;

(vii) To consider and rule upon all procedural and other motions appropriate in adjudicative proceedings; and

(viii) To make and file initial determinations.

(4) *Ex parte communications.* An ex parte communication is any communication with an ALJ, direct or indirect, oral or written, concerning the merits or procedures of any pending proceeding which is made by a party in the absence of any other party. Ex parte communications are prohibited except where the purpose and content of the communication have been disclosed in advance or simultaneously to all parties, or the communication is a request for information concerning the status of the case. Any ALJ who receives an ex parte communication which the ALJ knows or has reason to believe is unauthorized shall promptly place the communication, or its substance, in all files and shall furnish copies to all parties. Unauthorized ex parte communications shall not be taken into consideration in deciding any matter in issue.

(5) *The hearing.* All parties shall have the right to be represented at the hearing by counsel. The ALJ shall conduct the proceedings in an expeditious manner while allowing the parties to present all oral and written evidence which tends to support their respective positions, but the ALJ shall exclude irrelevant, immaterial or unduly repetitious evidence. HUD has the burden of proof in showing by a preponderance of evidence that the respondent failed to comply with a provision of this subpart. Each party shall be allowed to cross-examine adverse witnesses and to rebut and comment upon evidence presented by the other party. Hearings shall be open to the public. So far as the orderly conduct of the hearing permits, interested persons other than the parties may appear and participate in the hearing.

(6) *Transcripts.* Hearings shall be recorded and transcribed only by a reporter under the supervision of the ALJ. The original transcript shall be a part of the record and shall constitute the sole official transcript. Respondents and the public, at their own expense, shall obtain copies of the transcript.

(7) *The ALJ's decisions.* At the conclusion of the hearing, the ALJ shall give the parties a reasonable opportunity to submit proposed findings and conclusions and supporting reasons therefor.

Generally, within 60 days after the conclusion of the hearing, the ALJ shall prepare a written decision which includes a Statement of findings and conclusions, and the reasons or basis therefor, on all the material issues of fact, law or discretion presented on the record and the appropriate sanction or denial thereof. The decision shall be based on consideration of the whole record or those parts thereof cited by a party and supported by and in accordance with the reliable, probative, and substantial evidence. A copy of the decision shall be furnished to the parties immediately by first class mail and shall include a notice that any requests for review by the Secretary must be made in writing to the Secretary within 30 days of the receipt of the decision.

(8) *Record.* The transcript of testimony and exhibits, together with the decision of the ALJ and all papers and requests filed in the proceeding, constitutes the exclusive record for decision and, on payment of its reasonable cost, shall be made available to the parties. After reaching the initial decision, the ALJ shall certify to the complete record and forward the record to the Secretary.

(9) *Review by the Secretary.* The decision by the ALJ shall constitute the final decision of HUD unless, within 30 days after the receipt of the decision, either the respondent or the Assistant Secretary for Community Planning and Development files an exception and request for review by the Secretary. The excepting party must transmit simultaneously to the Secretary and the other party the request for review and the bases of the party's exceptions to the findings of the ALJ. The other party shall be allowed 30 days from receipt of the exception to provide the Secretary and the excepting party with a written reply. The Secretary shall then review the record of the case, including the exceptions and the reply. On the basis of such review, the Secretary shall issue a written determination, including a Statement of the rationale therefor, affirming, modifying or revoking the decision of the ALJ. The Secretary's decision shall be made and transmitted to the parties within 60 days after the decision of the ALJ was furnished to the parties.

(10) *Judicial review.* The respondent may seek judicial review of HUD's decision pursuant to section 111(c) of the Act.

[74 FR 4636, Jan. 26, 2009]

§ 570.497 Condition of State election to administer State CDBG Program.

Pursuant to section 106(d)(2)(A)(i) of the Act, a State has the right to elect, in such manner and at such time as the Secretary may prescribe, to administer funds allocated under subpart A of this part for use in nonentitlement areas of the State. After January 26, 1995, any State which elects to administer the allocation of CDBG funds for use in nonentitlement areas of the State in any year must, in addition to all other requirements of this subpart, submit a pledge by the State in accordance with section 108(d)(2) of the Act, and in a form acceptable to HUD, of any future CDBG grants it may receive under subpart A and this subpart. Such pledge shall be for the purpose of assuring repayment of any debt obligations (as defined in § 570.701), in accordance with their terms, that HUD may have guaranteed in the respective State on behalf of any nonentitlement public entity (as defined in § 570.701) or its designated public agency prior to the State's election.

[59 FR 66604, Dec. 27, 1994]

Subpart J—Grant Administration

SOURCE: 53 FR 8058, Mar. 11, 1988, unless otherwise noted.

§ 570.500 Definitions.

For the purposes of this subpart, the following terms shall apply:

(a) *Program income* means gross income received by the recipient or a subrecipient directly generated from the use of CDBG funds, except as provided in paragraph (a)(4) of this section.

(1) Program income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

(ii) Proceeds from the disposition of equipment purchased with CDBG funds;

(iii) Gross income from the use or rental of real or personal property acquired by the recipient or by a subrecipient with CDBG funds, less costs incidental to generation of the income;

(iv) Gross income from the use or rental of real property, owned by the recipient or by a subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

(v) Payments of principal and interest on loans made using CDBG funds, except as provided in paragraph (a)(3) of this section;

(vi) Proceeds from the sale of loans made with CDBG funds;

(vii) Proceeds from sale of obligations secured by loans made with CDBG funds;

(viii) [Reserved]

(ix) Interest earned on program income pending its disposition; and

(x) Funds collected through special assessments made against properties owned and occupied by households *not* of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement.

(2) Program income does not include income earned (except for interest described in § 570.513) on grant advances from the U.S. Treasury. The following items of income earned on grant advances must be remitted to HUD for transmittal to the U.S. Treasury, and will not be reallocated under section 106(c) or (d) of the Act:

(i) Interest earned from the investment of the initial proceeds of a grant advance by the U.S. Treasury;

(ii) Interest earned on loans or other forms of assistance provided with CDBG funds that are used for activities determined by HUD either to be ineligible or to fail to meet a national objective in accordance with the requirements of subpart C of this part, or that fail substantially to meet any other requirement of this part; and

(iii) Interest earned on the investment of amounts reimbursed to the CDBG program account prior to the use of the reimbursed funds for eligible purposes.

(3) The calculation of the amount of program income for the recipient's



Legislation Details (With Text)

File #: RES-11:184 **Version:** 1 **Name:** Policy prohibiting excessive force by law enforcement during non-violent civil rights demonstrations

Type: Resolution **Status:** To Be Introduced

File created: 10/12/2011 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION ESTABLISHING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN JONESBORO’S JURISDICTION AGAINST INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS.

Sponsors: Grants

Indexes: Policy - creation/amendment

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title
RESOLUTION ESTABLISHING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN JONESBORO’S JURISDICTION AGAINST INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS.

Body
Whereas, Jonesboro, Arkansas is applying for Arkansas Community and Economic Development Program funding; and

Whereas, as required by the Housing and Community Development Act of 1974, as amended, it shall be the policy of Jonesboro to ensure that the following are true:

- Jonesboro has adopted and is enforcing a policy prohibiting the use of excessive force by Jonesboro Police Department Officers against any individuals engaged in non-violent civil rights demonstrations.
- Jonesboro will ensure that all Jonesboro Police Department Officers will enforce all applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdictions.
- In response to non-violent civil rights demonstrations, Jonesboro will be mindful and protective of the rights of all participants in such demonstrations, as well as any onlookers, bystanders, or any other persons located in the vicinity or owning property in the vicinity.
- In connection with such demonstrations, the use of force shall be permitted only when necessary to protect the rights of individuals or to uphold the law. In no event shall the use of force in excess of that necessary to achieve the lawful goals of the City or Council be permitted.

Now, therefore be it resolved, that consistent with the goals and objectives of activities assisted under the Act,

as amended, Jonesboro will adopt and enforce the policy contained herein.



Legislation Details (With Text)

File #: RES-11:185 **Version:** 1 **Name:** Application for CDBG funding for Quad-Graphics
Type: Resolution **Status:** To Be Introduced
File created: 10/12/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AUTHORIZING RESOLUTION FOR APPLICATION TO THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION FOR CDBG FUNDS FOR QUAD-GRAPHICS, INC., CREATING 32 NEW, FULL TIME - EQUIVALENT JOBS IN JONESBORO, ARKANSAS, NO LATER THAN AUGUST 1, 2013.
Sponsors: Grants
Indexes: Grant
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
AUTHORIZING RESOLUTION FOR APPLICATION TO THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION FOR CDBG FUNDS FOR QUAD-GRAPHICS, INC., CREATING 32 NEW, FULL TIME - EQUIVALENT JOBS IN JONESBORO, ARKANSAS, NO LATER THAN AUGUST 1, 2013.

Body
WHEREAS, Jonesboro, Arkansas is applying to the State of Arkansas for an Arkansas Community and Economic Development grant; and

WHEREAS, it is necessary that certain conditions be met as part of the application requirements; and

WHEREAS, Jonesboro, Arkansas has conducted a public hearing as part of the application process to receive and consider comments on community development and housing needs; and

WHEREAS, as a result of the public hearing, Jonesboro, Arkansas has identified and prioritized community development and housing needs.

THEREFORE BE IT RESOLVED THAT Honorable Harold Perrin, Mayor of Jonesboro, Arkansas is authorized to submit an application to the State of Arkansas, on behalf of Jonesboro, Arkansas, and to expend funds for a project, if funded.



Legislation Details (With Text)

File #: RES-11:186 **Version:** 1 **Name:** CDBG five-year consolidated plan
Type: Resolution **Status:** To Be Introduced
File created: 10/13/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING THE 2012-2016 FIVE YEAR CONSOLIDATED PLAN AND THE 2012 ACTION PLAN FOR THE CITY, DATED OCTOBER 31, 2011, INCLUDING THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS AND BUDGET
Sponsors: Community Development
Indexes:
Code sections:
Attachments: [2012 ConPlan_Final Version](#)
[2012 Action Plan with Maps](#)

Date	Ver.	Action By	Action	Result
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Title
RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING THE 2012-2016 FIVE YEAR CONSOLIDATED PLAN AND THE 2012 ACTION PLAN FOR THE CITY, DATED OCTOBER 31, 2011, INCLUDING THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS AND BUDGET
Body

WHEREAS, the City of Jonesboro is required to hold at least one public hearing and approve their Five Year Consolidated Plan and Action Plans; and

WHEREAS, the Consolidated Plan must include an Action Plan for the first year of the new Five Year Consolidated Plan; and

WHEREAS, the Action Plan contains the fifteenth year (2012) Community Development Block Grant Projects and Budget.

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

SECTION 1: That the 2012-2016 Consolidated Plans and 2012 Action Plan, dated October 31, 2011, attached hereto is hereby approved.

SECTION 2: That the fifteenth year Action Plan (2012) CDBG Projects and Budget are noted and approved as a part of the Plan;

SECTION 3: That the Mayor is directed to sign all documents, as necessary to assure the Consolidated Plan/Action Plan is submitted to the Department of Housing and Urban Development on or about November 15, 2011.

SECTION 4: That any and all resolution in conflict herewith is hereby waived.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.



Legislation Details (With Text)

File #:	RES-11:188	Version:	1	Name:	Support for 2011 Interstate Rehabilitation Program passage
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/18/2011	In control:		In control:	City Council
On agenda:		Final action:			
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO SUPPORTING THE PASSAGE OF THE 2011 INTERSTATE REHABILITATION PROGRAM				
Sponsors:	Mayor's Office				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO SUPPORTING THE PASSAGE OF THE 2011 INTERSTATE REHABILITATION PROGRAM

Body

WHEREAS, in 1999, Arkansans voted overwhelmingly, by a 4-to-1 margin, for the adoption of an Interstate Rehabilitation Program; and

WHEREAS, the Interstate Rehabilitation Program was financed through federally funded GARVEE Bonds and a 4¢ state diesel tax passed for that purpose; and

WHEREAS, the Interstate Rehabilitation Program modernized over 350 miles of Interstate highways in Arkansas; and

WHEREAS, Arkansas now has over 650 miles of Interstates, with more re-construction and modernization left to be completed, thus finishing the job started by the 1999 program; and

WHEREAS, a new Interstate Rehabilitation Program ballot issue will be placed on a special election ballot, Tuesday, November 8, 2011; and

WHEREAS, Arkansas voters at the special election must approve and authorize the Arkansas Highway Commission to issue a new round of GARVEE Bonds for the purpose of financing a 2011 Interstate Rehabilitation Program designed to address the immediate needs of nearly 300 miles of Interstates; and

WHEREAS, the issuance of GARVEE Bonds will not require any new taxes, or any increase in existing taxes, but will be funded by future federal revenue and the existing 4¢ state diesel tax; and

WHEREAS, all of Arkansas will benefit from the 2011 Interstate Rehabilitation Program because the Interstate Rehabilitation Program because the Interstate system makes up the backbone of the state's road and highway network; and

WHEREAS, the 2011 Interstate Rehabilitation Program will meet the needs of nearly \$1 billion in Interstate rehabilitation, creating over 27,000 jobs, and freeing other revenue for local state highway maintenance, all without raising taxes; and

WHEREAS, modern Interstates will increase Arkansas's opportunity for more economic development from business, industry and tourism; and

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

We, the City Council of the City of Jonesboro, Arkansas affirm our support for the passage of the 2011 Interstate Rehabilitation Program, and call on all Arkansas voters to vote FOR the ballot issue at the special election called for Tuesday, November 8, 2011.



Legislation Details (With Text)

File #: RES-11:189 **Version:** 1 **Name:** 2011 CDBG contract with City Youth Ministries
Type: Resolution **Status:** To Be Introduced
File created: 10/25/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Indexes: Contract, Grant
Code sections:
Attachments: [City Youth Ministries](#)

Date	Ver.	Action By	Action	Result
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Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body
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-10:152 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 \$20,000- Summer/Mentoring after school program

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

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$20,000.00
City Youth Ministries, Inc.
Summer/After School Mentoring

**City of Jonesboro
2011 CDBG AGREEMENT
City Youth Ministries, Inc.**

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, 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 Subrecipient will be responsible for administering a service to the City and its low and moderate income residents. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- To Increase student learning by providing stronger support in programs
- Improve Benchmark testing in grades 3-12
- Provide economic and career development and social empowerment in our youth grades 7-12 that will cultivate youths abilities to achieve beyond their current situations and to provide leadership training and team building excises.
- Families become more involved in their children's academic, social, emotional and physical behaviors in order to help their children make the right choices

Activities:

- After School Tutoring
- Youth Life Skills Development
- Mentoring
- Family Strengthening

Outcome Measurement Tool: Describe evaluation tools methods and benchmark to measure achievement of outcome.

- A survey of the students will be provided with questions that indicate their current grade level performance and results of the program service increases; parents will receive surveys as well.
- Reports Card will verify grades received and a record of achievements will be maintained..
- Test Scores will be verified and records of achievements maintained.

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:

<u>Activity</u>	<u>Total Persons/Year</u>
<ul style="list-style-type: none">• After School Tutoring• Youth Life Skills Development• Mentoring• Family Strengthening	100-125

D. Staffing

The following staff will be actively participating in program delivery: Youth Coordinator, Program Director, Administrative/Bookkeeping

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$20,000.00</u>
TOTAL	<u>\$20,000.00</u>

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.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, of 2011.

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.

IV. 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 Community Development	Rennell Woods
519 W. Washington, P.O. Box 1845	118 Burke Ave., P.O. Box 627
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 932-9398
Fax (870) 933-4626	Fax (870) 932-7342

V. SPECIAL CONDITIONS

NONE

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of

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 publications 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.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to

adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its

obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

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

IX. 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.

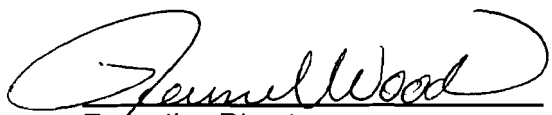
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. 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:

Subrecipient


Executive Director

Date: 10/20/2011



Legislation Details (With Text)

File #:	RES-11:190	Version:	1	Name:	2011 CDBG contact - HCSI
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/25/2011	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT				
Sponsors:	Community Development				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	HCSI contract				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body

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-10:152 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 Service Inc. \$10,000 - Translation Services

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

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$10,000.00
Hispanic Community Services, Inc.
Translation Services

City of Jonesboro 2011 CDBG AGREEMENT Hispanic Community Services, Inc.

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

Goals:

- Provide opportunities and referrals for the Hispanic community of Jonesboro (number 1 activity).
- Provide translation and interpretation services for individuals and organizations in Jonesboro (numbers 2 and 3 activity).

Activities

- Provide administration, referral, services, programming and community outreach to low income Hispanics and/or families daily during HCSI normal hours of operation.
- Provide translation and interpretation services for individuals and organizations as requested or contracted.
- Provide interpretation services through a 24/7 bilingual phone line.

Outcome Measurements:

- Track referrals by type of services a month (education, health, employment, financial, social services, legal, other).
- Track individual and agency translation per month.
- Track individual and interpretation calls and services
- Track calls to the hotline and the nature of the call (emergency, service question, Hispanic and English speaking caller, other).

- Hispanic and English speaking caller, other).

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:

<u>Activity</u>	<u>Total Persons/Year</u>
Translation Services	4,732/2011

D. Staffing

The following staff will be actively participating in program delivery:
Executive Director and Services Director

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	\$10,000.00
TOTAL	\$10,000.00

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.

III. 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 II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, 2011.

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.

IV. NOTICES

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

Grantee
City of Jonesboro
Dept. of Community Development
519 W. Washington, P.O. Box 1845
Jonesboro, AR 72401
Office (870) 933-4635
Fax (870) 933-4626

Subrecipient
Hispanic Community Services, Inc.
Gina Gomez
311 W. Huntington
Jonesboro, AR 72401
Office (870) 931-1884
Fax (870) 931-8853

V. SPECIAL CONDITIONS
NONE

VI. 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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill

these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license

to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

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

IX. 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.

X. 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:

Subrecipient

GINA GONZALEZ

Executive Director

Date: 10/20/11



Legislation Details (With Text)

File #: RES-11:191 **Version:** 1 **Name:** 2011 CDBG with JURHA - Housing Counseling
Type: Resolution **Status:** To Be Introduced
File created: 10/25/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
Sponsors: Community Development
Indexes: Contract, Grant
Code sections:
Attachments: [JURHA - Housing Counseling](#)

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body

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-10:152 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; JURHA \$5,000 - Housing Counseling

WHEREAS, the City desires the Sub-recipients to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$5,000.00
Jonesboro Urban Renewal Housing Authority
Housing Counseling

City of Jonesboro 2011 CDBG AGREEMENT JURHA

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and the JURHA, (hereinafter referred to as the "Subrecipient").

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

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- Provide one-on-one counseling and homebuyer education classes/counseling
- Education classes/counseling include: budgeting, credit and debt management, post-purchase counseling sessions, group education, mortgage delinquency/default counseling, loss mitigation, and foreclosure prevention.

Activities

- One-on-one pre-purchase counseling sessions (minimum 10-16 hours)
- Homebuyer Education class (group sessions-held monthly, minimum 8 hours)
- Post purchase counseling (one-on-one, minimum one hour)
- **Every Client** that receives group education (classes) also receives one-on-one counseling, a file is maintained (both electrically and paper) and services are available as needed.

Outcome Measurement:

- Clients are tracked with the Fannie Mae Home Counselor On-line software throughout the process and all progress is recorded and a hard copy file is also maintained.
- Class/counseling sign in sheets stating date/time/length of session
- Quarterly reports will be submitted

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:

<u>Activity</u>	<u>Total Persons/Year</u>
Housing Counseling/Education	225 Individuals 60 Households

D. Staffing

The following staff will be actively participating in program delivery:
Housing Counselor: Housing Counselor

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	5,000
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.

III. 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 II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, 2011.

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.

IV. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Jonesboro Urban Renewal Housing Authority
Dept. of Community Development	Sharon Poe, Executive Director
519 W. Washington, P.O. Box 1845	330 Union Street
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 935-9800
Fax (870) 933-4626	Fax (870) 935-6872

V. SPECIAL CONDITIONS
NONE

VI. 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.

VII. 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

- g. opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this

Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the

Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license

to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

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

IX. 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.

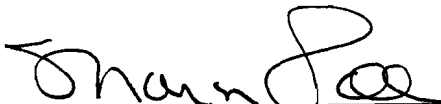
In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. 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: _____

Subrecipient



Executive Director

Date: 10-11-11



Legislation Details (With Text)

File #:	RES-11:192	Version:	1	Name:	2011 CDBG contract with JURHA - Subsistence
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/25/2011	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT				
Sponsors:	Community Development				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	JURHA - Subsistence				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body

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-10:152 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; JURHA \$5,000- Subsistence

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

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$5,000.00
Jonesboro Urban Renewal Housing Authority
Subsistence – Utility Assistance

City of Jonesboro 2011 CDBG AGREEMENT JURHA

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

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

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- JURHA will assist 25 Households within the city limits of Jonesboro, AR with utility subsistence funds.
- JURHA guarantees that funds will only be used for activities designed to provide one-time or short-term (no more than three months) emergency grant payments on behalf of an individual or family for the purpose of preventing homelessness, includes use of funds to prevent loss of utilities to prevent eviction.

Activities:

- Assist clients with the application process and provide for payment of utilities in danger of being shut off as long as funds are available.
- Clients will have the opportunity to receive one on one counseling (budget, money management, and credit) as needed, referrals to other agencies, and group education sessions when available.

Outcome Measurement:

- JURHA will maintain a file with the required application and supporting documentation including copies of checks written.
- JURHA will also complete all required quarterly reports on time.

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:

<u>Activity</u>	<u>Total Persons/Year</u>
One Time Only -Subsistence/Utility Assistance	25

D. Staffing

The following staff will be actively participating in program delivery:
Housing Counselor, Housing Counselor Secretary

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Subsistence – Utility Assistance	<u>\$5,000.00</u>
TOTAL	<u>\$5,000.00</u>

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.

III. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, 2011.

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.

IV. NOTICES

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

Grantee

City of Jonesboro
Dept. of Community Development
519 W. Washington, P.O. Box 1845
Jonesboro, AR 72401
Office (870) 933-4635
Fax (870) 933-4626

Subrecipient

Jonesboro Urban Renewal Housing Authority
Sharon Poe, Executive Director
330 Union Street
Jonesboro, AR 72401
Office (870) 935-9800
Fax (870) 935-6872

V. SPECIAL CONDITIONS

NONE

VI. 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.

VII. 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 determining 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

- h. A-110; and
Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this

Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance

is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the

subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Organization

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

IX. 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 there under.
- 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.

X. 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:

Subrecipient



Executive Director

Date: 10-11-11



Legislation Details (With Text)

File #:	RES-11:193	Version:	1	Name:	2011 CDBG contract with Mid South Health - Employment
Type:	Resolution	Status:			To Be Introduced
File created:	10/25/2011	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT				
Sponsors:	Community Development				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Mid South Health - Employment				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body

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-10:152 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; Mid-South Health \$5,000 - Employment Training/Assistance

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

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$5,000

Mid South Health Systems, Inc.
Employment (Job Skills Training)

**City of Jonesboro
2011 CDBG AGREEMENT
Mid South Health Systems, Inc.**

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

Goals:

- Provide technology based supported employment services to disabled/mentally ill residents of Jonesboro

Activities:

- Purchase interview clothing and grooming services for clients as needed throughout the program year.
- Order printers, accessories and computer software to be used for training in the 1st quarter of funding.
- Provide job training in 1st, 2nd, 3rd, and 4th quarters of funding.
- Provide transportation to conduct job searches, obtain and submit applications/resumes and to/from interviews in 1st, 2nd, 3rd, and 4th quarters funding.

Outcome Measurement:

- Written Outcome Evaluation
- Training records, job records, receipts of purchases
- Quarterly reports will be submitted

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:

<u>Activity</u>	<u>Total Persons/Year</u>
Employment Training/Assistance	30

D. Staffing

The following staff will be actively participating in program delivery:
Director of Community Support Program

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$5,000.00</u>
TOTAL	\$5,000.00

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.

III. 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 II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, 2011.

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.

IV. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Mid South Health Systems, Inc.
Dept. of Community Development	Bonnie White, Executive Director
519 W. Washington, P.O. Box 1845	2707 Browns Lane
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 972-4000
Fax (870) 933-4626	Fax (870) 972-4968

V. SPECIAL CONDITIONS

NONE

VI. 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.

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.

VII. 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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on

behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns,

to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

materials for government purposes.

7. Religious Organization

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

IX. 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.

X. 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:

Subrecipient



Executive Director

Date: 10/25/11

1044



Legislation Details (With Text)

File #:	RES-11:194	Version:	1	Name:	2011 CDBG contract with Mid South Health - Subsistence
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/25/2011	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT				
Sponsors:	Community Development				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Mid South Contract - Subsistence				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT

Body

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-10:152 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; Mid-South Health \$5,000 - Subsistence

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

WHEREAS, the sub-recipients 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 agreements.



HUD Project
\$5,000.00
Mid South Health Systems, Inc.
Homeless/ Potentially Homeless
Prevention-Subsistence

**City of Jonesboro
2011 CDBG AGREEMENT
Mid South Health Systems, Inc.**

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

Goals:

- Provide emergency subsistence to residents of Jonesboro in imminent danger of homelessness.

Activities:

- Receive referrals from Community Support Program (CSP) staff of clients in imminent danger of homelessness
- Evaluate client referrals to assess if appropriate for one-time emergency subsistence program requirements
- Provide one-time emergency mortgage/rent/utility assistance to appropriate clients

Outcome Measurements:

- Assessment forms of each client maintained, required application, and supporting documentation.
- Billing records of each client maintained
- Quarterly reports will be submitted

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:

<u>Activity</u>	<u>Total Persons/Year</u>
One-Time Mortgage/Rent/Utility Assistance	18

D. Staffing

The following staff will be actively participating in program delivery:
Community Housing Coordinator

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. BUDGET

<u>Line Item</u>	<u>Amount</u>
Program Delivery/Supplies	<u>\$5,000.00</u>
TOTAL	<u>\$5,000.00</u>

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.

III. 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 II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments may be made on a reimbursable basis (with appropriate documentation of expenses), retroactive to January 1, 2011.

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.

IV. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Mid South Health Systems, Inc.
Dept. of Community Development	Bonnie White, Executive Director
519 W. Washington, P.O. Box 1845	2707 Browns Lane
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 972-4000
Fax (870) 933-4626	Fax (870) 972-4968

V. SPECIAL CONDITIONS NONE

VI. 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.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts

of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program

assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

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

3. Travel/Training

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or

degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Organization

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

IX. 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.

X. 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:

Subrecipient



Executive Director

Date: 10/25/11

RAD



Legislation Details (With Text)

File #:	RES-11:196	Version:	1	Name:	Reappointment of Dr. David England to JURHA
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/31/2011	In control:		In control:	Nominating and Rules Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION TO REAPPOINT DR. DAVID ENGLAND TO THE JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY WITH AN EXPIRATION DATE OF OCTOBER 31, 2016				
Sponsors:	Mayor's Office				
Indexes:	Appointment/Reappointment				
Code sections:					
Attachments:	JURHA information				

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

title
RESOLUTION TO REAPPOINT DR. DAVID ENGLAND TO THE JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY WITH AN EXPIRATION DATE OF OCTOBER 31, 2016

body
WHEREAS, on October 16, 1967, the City Council of Jonesboro, Arkansas, created the Jonesboro Urban Renewal and Housing Authority (JURHA) in accordance with A.C.A. 14-169-207; and

WHEREAS, Dr. David England was appointed to the Authority on March 1, 2011; and

WHEREAS, Dr. England's appointment expired on October 31, 2011; and

WHEREAS, JURHA has recommended the reappointment of Dr. England to a five-year term.

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

SECTION 1: Dr. David England is reappointed to JURHA with an expiration date of October 31, 2016.

Jonesboro Urban Renewal and Housing Authority

Craighead County Housing Authority

PUBLIC HOUSING PROGRAM • SECTION 8 HOUSING PROGRAM • SECTION 8 / 202 PROGRAM
330 UNION STREET • JONESBORO, ARKANSAS 72401 • (870) 935-9800 • FAX: (870) 935-6872 • TTY: (870) 935-9207

Executive Director: Sharon Poe

October 21, 2011

Mayor Harold Perrin
City of Jonesboro
P. O. Box 1845
Jonesboro, AR 72401

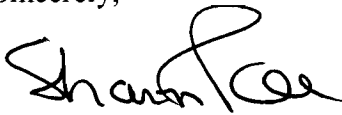
Dear Mayor Perrin:

We ask your confirmation in the appointment of Dr. David England to the Board of Directors of the Jonesboro Urban Renewal and Housing Authority. Dr. England's term of office will run from October 31, 2011 through October 31, 2016.

The Jonesboro Urban Renewal and Housing Authority Board of Directors have recommended the appointment of Dr. David England as a board member and a copy of the resolution is attached.

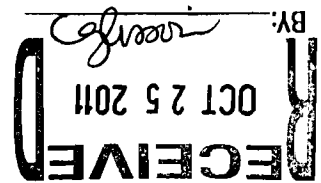
If you have any questions, please give me a call at 870-935-9800 ext. 114.

Sincerely,



Sharon Poe
Executive Director

Enclosures



Commissioners:

Deborah Agnew, Chairperson, JURHA, CCHA • Elizabeth Stafford, Vice-Chairperson, JURHA, CCHA • Dennis Zolper • Cherice Crawford • Dr. Ken Beadles



RESOLUTION NO. 1960

RESOLUTION RE-ELECTING DAVID ENGLAND AS A BOARD
MEMBER OF THE JONESBORO URBAN RENEWAL AND HOUSING
AUTHORITY

WHEREAS, David England has been serving as Board member of the Board of Directors of the Jonesboro Urban Renewal and Housing Authority since January 25, 2011 and he has served in this capacity in a very capable manner; and

WHEREAS, Mr. David Englands term expires on October 31, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY that David England be re-elected as a board member of the Board of Directors of the Jonesboro Urban Renewal and Housing Authority for a five year term to expire in October 31, 2016.

APPROVED BY THE AFFIRMATIVE OF: _____

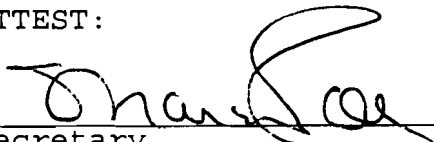
Elizabeth Stafford, Dennis Zolper and David England

at a Regular Meeting of the Board of Directors of the Jonesboro Urban Renewal and Housing Authority held on October 20, 2011.



VICE-CHAIRPERSON

ATTEST:



Secretary

EXTRACTS FROM MINUTES OF MEETING

Extract from minutes of a Regular meeting of the Board of Directors of the Jonesboro Urban Renewal and Housing Authority Housing held on the 20th Day Of October, 2011.

The Board of Directors of the Jonesboro Urban Renewal and Housing Authority Housing in a Special Session at the Jonesboro Urban Renewal and Housing Authority, at the place, hour, and date duly established for the holding of such meeting.

The Vice-Chairperson called the meeting to order and on roll call the following answered present:

- 1) David England
- 2) Dennis Zolper
- 3) Elizabeth Stafford

and the following were Absent:

- 1) Deborah Agnew
- 2) Cherice Crawford

The Vice-Chairperson declared a quorum present.

* * * * *

The following resolution was introduced by Elizabeth Stafford Vice- Chairperson read in full and considered:

RESOLUTION NO. 1960

RESOLUTION RE-ELECTING DAVID ENGLAND AS A BOARD MEMBER OF THE JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY

Mr. Zolper moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Ms. Stafford and upon roll call the Ayes and Nays were as follows:

AYES: Dennis Zolper
David England
Elizabeth Stafford

NAYS: None


The Vice-Chairperson thereupon declared said motion carried and said resolution adopted.

* * * * *

CERTIFICATE OF RECORDING OFFICER

I, Sharon Poe, the duly appointed, qualified and acting Secretary of the Jonesboro Urban Renewal and Housing Authority Housing do hereby certify that the attached extract from the minutes of the Regular meeting of the Board of Directors of the Jonesboro Urban Renewal and Housing Authority held on 10/21/11, is a true and correct copy of the original minutes of such meeting on file and of record in so far as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Housing Authority this 20th day of October 2011.



SHARON POE, SECRETARY



Legislation Details (With Text)

File #: ORD-11:083 **Version:** 1 **Name:**

Type: Ordinance **Status:** First Reading

File created: 10/13/2011 **In control:** Public Safety Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE REPEALING ORDINANCE 11:044 AND ADOPTING BY REFERENCE CHAPTER 66 SECTION 5 ENTITLED SPECIAL EVENT PERMIT, FOR THE REGULATION OF SPECIAL EVENTS AND STREET CLOSINGS IN THE CITY OF JONESBORO, ARKANSAS

Sponsors: Mayor's Office

Indexes:

Code sections:

Attachments: [Special Event Permit](#)
[ORD 11 044](#)
[Special Event Assembly Permit old version](#)

Date	Ver.	Action By	Action	Result
10/20/2011	1	Public Safety Council Committee		

Title
AN ORDINANCE REPEALING ORDINANCE 11:044 AND ADOPTING BY REFERENCE CHAPTER 66 SECTION 5 ENTITLED SPECIAL EVENT PERMIT, FOR THE REGULATION OF SPECIAL EVENTS AND STREET CLOSINGS IN THE CITY OF JONESBORO, ARKANSAS

Body
WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to repeal ordinance 11:044 and to adopt Chapter 66 Section 5 entitled Special Event Permit by reference, and advised that three (3) copies of the document were on file and available for public review and examination in the Office of the City Clerk; and

WHEREAS, all comments, views, suggestions and recommendations have been considered and addressed,

WHEREAS, the City of Jonesboro previously adopted Ordinance 11:044 entitled Special Event Assembly Permit on June 21, 2011,

WHEREAS, the City of Jonesboro desires to repeal said Ordinance and adopt by reference Chapter 66 Section 5 entitled Special Events Permit,

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

1. That Ordinance 11:044 is hereby repealed.
2. That Chapter 66-5 entitled Special Event Permit concerning the regulation of special/street closings in the City of Jonesboro, Arkansas is hereby adopted by reference and shall become a part of the Jonesboro Municipal Code.
3. All other ordinances and/or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

4. That this ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after the date of its passage and approval.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-11:044

Introduced: 5/17/2011

Version: 1

Current Status: Passed

Matter Type: Ordinance

AN ORDINANCE ADOPTING BY REFERENCE CHAPTER 66 SECTION 5 ENTITLED SPECIAL EVENT ASSEMBLY PERMIT, FOR THE REGULATION OF SPECIAL EVENT ASSEMBLY/STREET CLOSINGS IN THE CITY OF JONESBORO, ARKANSAS

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said code by reference, and advised that three (3) copies of the document were on file and available for public review and examination in the Office of the City Clerk, and

WHEREAS, all comments, views, suggestions and recommendations have been considered and addressed,

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

SECTION ONE: That Chapter 66-5 entitled Special Event Assembly Permit concerning the regulation of special event assembly/street closings in the City of Jonesboro, Arkansas is hereby adopted by reference and shall become a part of the Jonesboro Municipal Code.

SECTION TWO: That in the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item sentence, clause, phrase or work of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

SECTION THREE: All ordinances and/or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR: That this ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED this 21st day of June, 2011.

SPECIAL EVENT ASSEMBLY PERMIT

Sections:

- Sec. 1 - Definitions.
- Sec. 2 - Permit required.
- Sec. 3 - Exceptions.
- Sec. 4 - Application for permit.
- Sec. 5 - Fees.
- Sec. 6 - Police protection.
- Sec. 7 - Standards for issuance.
- Sec. 8 - Nondiscrimination.
- Sec. 9 - Notice of denial of application.
- Sec. 10 - Alternative permit.
- Sec. 11 - Appeal procedure.
- Sec. 12 - Notice to city and other officials.
- Sec. 13 - Contents of permit.
- Sec. 14 - Duties of permittee.
- Sec. 15 - Prohibitions.
- Sec. 16 - Public conduct during parades or special events.
- Sec. 17 - Revocation of permit.

Sec. 1 - Definitions.

As used in this chapter:

"City" is the city of Jonesboro, Arkansas.

"Chief of Police" is the chief of police for the city or his or her designee.

"Special Event Assembly" is any march, demonstration, walk, run, bike ride/race, procession or motorcade consisting of persons, animals, or vehicles or a combination thereof upon the streets, *or within the parks or other public grounds within the city with an intent of attracting public attention that interferes with or has a tendency to interfere substantially interferes with the normal flow or regulation of traffic upon the streets, and/or public parks. or other public grounds.* Special Event Assemblies may also include any meeting, demonstration, picket line, rally or gathering of more than twenty-five (25) persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any public area in a place open to the general public, to the hindrance of others. Special Event Assemblies do not include a private motorcade of vehicles transporting persons within the city limits from one destination to another destination with no intent to attract public attention or interfere with the normal flow or regulation of traffic upon the public streets.

"Special Event Assembly Permit" is a permit as required by this chapter.

The "City Collector" is the office or department responsible for the issuance of any and all permits required under this chapter.

"Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

"Sidewalk" is any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.

"Street" is any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

Sec. 2 - Permit required.

No person shall engage in or conduct any Special Event Assembly unless a permit is issued by the city collector's office.

Sec. 3 - Exceptions.

This chapter shall not apply to the following:

A. Funeral processions/proceeding by vehicle under the most reasonable route from the funeral home, church or residence of the deceased to the place of interment;

B. Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities;

C. A governmental agency acting within the scope of its functions;

~~D. Spontaneous events occasioned by news or affairs coming into public knowledge within three days of such public Assembly, provided that the organizer thereof gives written notice to the city at least twenty-four (24) hours prior to such Special Event Assembly; and~~

E. Private gatherings, affairs or activities on private property that may inadvertently interfere with the normal flow or regulation of traffic upon the public streets.

F. Peaceful and Non-Violent Political Speeches, Gatherings, Rallies or protest conducted in a manner so as not to disturb the peace, prevent other parties from the free exercise of their free speech and/or rights to access public properties and the conduct of which does not block the streets and/or roadways in such a manner as to adversely affect the free passage and transport of others.

Sec. 4 - Application for permit.

A. A person seeking a Special Event Assembly Permit shall file an application with the city collector's office on forms provided by such office and the application shall be signed by the applicant under oath.

B. For Special Events Assemblies, an application for a permit shall be filed with the collector's office at least ~~sixty (60)~~ *forty-five (45)* business days and not more than one hundred eighty (180) days before the Special Event Assembly is proposed to commence. ~~The Chief of Police or his designee may waive the minimum sixty (60) business day filing period and accept an application filed within a shorter period if, after due consideration of the date, time, place and nature of the Special Event Assembly, the anticipated number of participants, and the city services required in connection with the event, the Chief of Police or his designee determines that the waiver will not present a hazard to public safety, health and welfare.~~

C. The application for a Special Event Assembly permit shall set forth the following information:

1. The name, address, and telephone number of the person, group of persons, firm, partnership, association, company or organization seeking to conduct such Special Event Assembly;
2. The requested date of the Special Event Assembly;
3. The route to be traveled, including the starting point and the termination point;
4. The approximate number of persons who, and animals and vehicles which, will constitute such Special Event Assembly and the type of animals and description of the vehicles;
5. The hours when such Special Event Assembly will start and terminate;
6. A statement as to whether the Special Event Assembly will occupy all or only a portion of the width of the streets proposed to be traversed;
7. The approximate number of participants (spectators are by definition not participants);
8. The approximate number of spectators;

9. A designation of any public facilities or equipment to be utilized; and

~~10. Any additional information that either the city collector's office or Chief of Police or his designee finds reasonably necessary to make a fair determination as to whether a permit should be issued.~~

Sec. 5 - Fees.

~~There shall be paid at time of the filing the application for a Special Event Assembly permit. This fee may be waived in whole if it is a city sponsored event. Street closings and block parties which require the closing of public streets and diversion of the normal flow of pedestrian or vehicular traffic with barricades, are available for non-refundable fee. The Special Event Assembly permit fee and the non-refundable barricade fee will be set by the City Council in the form of a resolution.~~

Sec. -6 - Police Protection.

The Chief of Police or his designee shall determine whether and to what extent additional police protection is reasonably necessary for the Special Event Assembly for traffic control and public safety. The Chief of Police or his designee shall base this decision on the size, location, duration, time and date of the event, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel may police the event. If additional police protection for the public assembly is deemed necessary by the Chief of Police or his designee, he or she shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection deemed necessary by the Chief of Police or his designee at the sole expense of the applicant.

Sec. 7 - Standards for issuance.

A. The Chief of Police or his designee, after consultation, shall approve or deny a permit as provided for herein when, from a consideration of application and from such other information as may otherwise be obtained, it finds that:

1. The conduct of the Special Event Assembly will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;
2. The conduct of the Special Event Assembly will not require the diversion of so great a number of city police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the city;
3. The concentration of persons, animals, and vehicles at public assembly points of the Special Event Assembly will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas;
4. The conduct of the Special Event Assembly is not reasonably likely to cause injury to persons or property;
5. The Special Event Assembly is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;
6. Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas;
7. There are sufficient parking places near the site of the Special Event Assembly to accommodate the number of vehicles reasonably expected;
8. The applicant has secured the police protection, if any, required under subsection (A)(6) of this section;
9. Such Special Event Assembly is not for the primary purpose of advertising any product, goods, or event that is primarily for private profit, and the parade itself is not primarily for profit. The prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the parade;

10. No Special Event Assembly permit application for the same time and location is already granted or has been received and will be granted;

11. No Special Event Assembly permit application for the same time but not location is already granted or has been received and will be granted, and the police resources required for that prior Special Event Assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police services would have an immediate and adverse effect upon the welfare and safety of persons and property; and

12. No event is scheduled elsewhere in the city where the police resources required for that event are so great that the deployment of police services for the proposed Special Event Assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.

B. No permit shall be granted that allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk or right-of-way unless advance approval for the erection or placement of the structure is obtained.

Sec. 8 - Nondiscrimination.

The police department, after consultation with the Chief of Police or his designee, shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this chapter based upon political, religious, ethnic, race, disability, sexual orientation or gender-related grounds.

Sec. 9 - Notice of denial of application.

The police department shall act promptly upon a timely filed application for a Special Event Assembly permit. If the police department, after consultation with the Chief of Police or his designee, disapproves the application, it shall notify the applicant either by telephone, facsimile, personal delivery or certified mail prior to the event and state the reasons for the denial.

Sec. 10 - Alternative permit.

A. The police department, after consultation with the Chief of Police or his designee, in denying an application for a Special Event Assembly permit, may authorize the conduct of the Special Event Assembly at a date, time, location or route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within forty-eight (48) hours after notice of the changes to the permit, file a written notice of acceptance with the collector's office.

B. An alternate Special Event Assembly permit shall conform to the requirements of, and shall have the effect of, Special Event Assembly permits issued under this chapter.

Sec. 11 - Appeal procedure.

Any applicant shall have the right to appeal the denial *by the Chief of Police* of a Special Event Assembly permit *to the Mayor and a denial by the Mayor to the Craighead County Circuit Court.*

Sec. 12 - Notice to city and other officials.

Immediately upon the issuance of a Special Event Assembly permit, the collector's office shall send a copy thereof to the following:

- A. The mayor;
- B. The city attorney;
- C. The chief of police;
- D. The fire chief;

- E. The JETS director;
- F. The Street Department director; and
- G. The Sanitation Department director.

Sec.13 - Contents of permit.

Each Special Event Assembly permit shall state the following information:

- A. Starting and approximate ending time;
- B. The portions of the streets that may be occupied by the Special Event Assembly;
- C. The maximum length of the parade in miles or fractions thereof; and
- D. Such other information as either the city collector or the Chief of Police or his designee shall find necessary to the enforcement of this chapter.

Sec. 14 - Duties of permittee.

- A. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- B. The Special Event Assembly chairperson or other person heading such activity shall carry the Special Event Assembly permit upon his or her person during the conduct of the Special Event Assembly.

Sec. 15 - Prohibitions.

The following prohibitions shall apply to all Special Events Assemblies:

- A. It is unlawful for any person to stage, present or conduct any Special Event Assembly without first having obtained a permit as herein provided;
- B. It is unlawful for any person to participate in a Special Event Assembly for which the person knows a permit has not been granted;
- C. It is unlawful for any person in charge of, or responsible for the conduct of, a duly licensed Special Event Assembly to knowingly fail to comply with any condition of the permit;
- D. It is unlawful for any person to engage in any Special Event Assembly activity that would constitute a substantial hazard to the public health, safety or welfare, or that would materially interfere with or endanger the public peace or rights of residents to the quiet and peaceful enjoyment of their property;
- E. It is unlawful for any person to ride, drive or cause to be ridden or driven any animal or any animal drawn vehicle upon any public street, unless specifically authorized by the permit; and
- F. Violation of this chapter shall be punishable by fines and costs of no less than \$200.00 nor greater than \$500.00.

Sec. 16 - Public conduct during parades or public assemblies special events.

- A. No person shall unreasonably hamper, obstruct or impede, or interfere with any Special Event Assembly or with any person, vehicle or animal participating or used in a Special Event Assembly.
- B. No driver of a vehicle shall drive between the vehicles or persons comprising a Special Event Assembly when such vehicles or persons are in motion and are conspicuously designated as a Special Event Assembly.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a Special Event Assembly. The Chief of Police or his designee shall post signs to that effect, and it is unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

Sec. 17 - Revocation of permit.

The Chief of Police or his designee shall have the authority to revoke a Special Event Assembly permit instantly upon violation of the conditions or standards for issuance as set forth in this chapter or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the Special Event Assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.



Legislation Details (With Text)

File #: ORD-11:076 **Version:** 1 **Name:** Establishing new ward boundaries
Type: Ordinance **Status:** Second Reading
File created: 9/14/2011 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM
Sponsors: Mayor's Office
Indexes: Other
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/20/2011	1	City Council		

title
AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM

body
WHEREAS, the Jonesboro City Council adopted resolution file number RES-11:133 on August 2, 2011, authorizing the Mayor and City Clerk to utilize the assistance of computer software through the Secretary of State's Office for the establishment of new ward boundaries; And

WHEREAS, criteria was submitted based on information from the 2010 census; And

WHEREAS, all effort is being made to have the new ward boundaries completed by mandated State deadlines for the 2012 election.

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

SECTION 1: That Section 2.55 of the City of Jonesboro Code of Ordinances is hereby amended to read as follows:

WARD 1: Beginning at the intersection of the Railroad and the Corporate Limits (near Mahon Drive); thence easterly along the Railroad to the centerline of South Culberhouse Street; thence south along the centerline of South Culberhouse Street to the centerline of West Oak Street; thence west along the centerline of West Oak Street to the centerline of Flint Street; thence south along the centerline of Flint Street to the centerline of West Nettleton Avenue; thence west along the centerline of West Nettleton to the centerline of Cole Street; thence south along the centerline of Cole Street to the centerline of Wood Street; thence southwesterly along the centerline of Wood Street to the centerline of US Highway 63 (Joe N Martin Expressway); thence easterly along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of US Highway 49 (Southwest Drive); thence southerly along the centerline of US Highway 49 (Southwest Drive) to the centerline of Wood Street; thence northwesterly along the centerline of Wood Street to the centerline of Neely Road;

thence westerly along the centerline of Neely Road to the centerline of Woodsprings Road; thence westerly along the centerline of Woodsprings Road to the centerline of Friendly Hope Road; thence southerly along the centerline of Friendly Hope Road to the centerline of Flemon Road; thence easterly along the centerline of Flemon Road to the intersection of Flemon Road, Kellers Chapel Road and Maple Valley Drive; thence southerly along the centerline of Maple Valley Drive to the intersection of Maple Valley Drive, US Highway 49 (Southwest Drive) and Wimpy Lane; thence southerly along the centerline of Wimpy Lane to the Corporate Limits; thence westerly along the Corporate Limits to the point of beginning.

WARD 2: Beginning at the intersection of Culberhouse Street and the Railroad; thence south along the centerline of South Culberhouse Street to the centerline of West Oak Street ; thence east along the centerline of West Oak Street to the centerline of Flint Street; thence south along the centerline of Flint Street to the centerline of West Nettleton Avenue; thence east along the centerline of Nettleton Avenue to the centerline of Kitchen Street; thence north along the centerline of Kitchen Street to the centerline of East Oak Avenue; thence east along the centerline of East Oak Avenue to the centerline of South Patrick Street; thence north along the centerline of South Patrick Street to the Railroad; thence westerly along the Railroad to the centerline of North Fisher Street; thence Northerly along the centerline of North Fisher Street to the centerline of Aggie Road; thence easterly along the centerline of Aggie Road to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of AR Highway 91 (East Johnson Avenue); thence east along the centerline of AR Highway 91 (East Johnson Avenue) to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of Calion Street; thence west and north along the centerline of Calion Street to the centerline of Belt Street; thence east along the centerline of Belt Street to the centerline of Greensboro Road; thence northeasterly along the centerline of Greensboro Road to the centerline of North Caraway Road; thence north to the centerline of Lost Creek; thence northeasterly along the centerline of Lost Creek to the intersection of Lost Creek and the Corporate Limits; thence westerly along the Corporate Limits to the intersection of the Corporate Limits and the Railroad (near Mahon Drive); thence easterly along the Railroad to the point of beginning.

WARD 3: Beginning at the intersection of US Highway 49 (East Johnson Avenue)and Clinton School Road; thence southwesterly along the centerline of US Highway 49 (East Johnson Avenue) to the intersection of US Highway 49 (East Johnson Avenue)and Stadium Boulevard; thence south along the centerline of Stadium Boulevard to the centerline of AR Highway 18 (East Highland Drive); thence west along the center line of AR Highway 18 (East Highland Drive) to the centerline of South Caraway Road; thence north along the centerline of South Caraway Road to the centerline of East Nettleton Avenue; thence west along the centerline of East Nettleton Avenue to the centerline of Kitchen Street; thence north along the centerline of Kitchen Street to the centerline of East Oak Avenue; thence east along the centerline of East Oak Avenue to the centerline of South Patrick Street; thence north along the centerline of South Patrick Street to the Railroad; thence westerly along the Railroad to the centerline of North Fisher Street; thence Northerly along the centerline of North Fisher Street to the centerline of Aggie Road; thence easterly along the centerline of Aggie Road to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of AR Highway 91 (East Johnson Avenue); thence east along the centerline of AR Highway 91 (East Johnson Avenue) to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of Calion Street; thence west and north along the centerline of Calion Street to the centerline of Belt Street; thence east along the centerline of Belt Street to the centerline of Greensboro Road; thence northeasterly along the centerline of Greensboro Road to the centerline of North Caraway Road; thence north to the centerline of Lost Creek; thence northeasterly along the centerline of Lost Creek to the intersection of Lost Creek and the Corporate Limits; thence along the Corporate Limits to the point of beginning.

WARD 4: Beginning at the intersection of West Nettleton Avenue and Cole Street; thence south along the centerline of Cole Street to the centerline of Wood Street; thence southwesterly along the centerline of Wood

Street to the centerline of US Highway 63 (Joe N Martin Expressway); thence southeasterly along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of US Highway 49 (Southwest Drive); thence southwesterly along the centerline of US Highway 49 (Southwest Drive) to the centerline of Wood Street; thence northwesterly along the centerline of Wood Street to the centerline of Neely Road; thence westerly along the centerline of Neely Road to the centerline of Woodsprings Road; thence westerly along the centerline of Woodsprings Road to the centerline of Friendly Hope Road; thence southerly along the centerline of Friendly Hope Road to the centerline of Flemon Road; thence easterly along the centerline of Flemon Road to the intersection of Flemon Road, Kellers Chapel Road and Maple Valley Drive; thence southerly along the centerline of Maple Valley Drive to the intersection of Maple Valley Drive, US Highway 49 (Southwest Drive) and Wimpy Lane; thence southerly along the centerline of Wimpy Lane to the Corporate Limits; thence easterly along the Corporate Limits to the centerline of the Railroad (east of South Caraway Road and south of Glover Road); thence northerly along the Railroad to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road); to the centerline of East Craighead Forest Road; thence west along the centerline of East Craighead Forest Road to the centerline of AR Highway 141 (South Culberhouse Road); thence north along the centerline of AR Highway 141 (South Culberhouse Road) to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along US Highway 63 (Joe N Martin Expressway) to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road) to the centerline of Stonebridge Drive; thence easterly along the centerline of Stonebridge Drive to the easternmost intersection of Stonebridge Drive and Arrowhead Drive; thence east along the centerline of Arrowhead Drive to the centerline of Indian Trails; thence north along the centerline of Indian Trails to the centerline of AR Highway 18 (East Highland Drive); thence east along the centerline of AR Highway 18 (East Highland Drive) to the centerline of South Caraway Road; thence north along the centerline of South Caraway Road to the centerline of East Nettleton Avenue; thence west along the centerline of East Nettleton Avenue to the point of beginning.

WARD 5: Beginning at the intersection of AR Highway 18 (East Highland Drive) and Stadium Boulevard; thence south along the centerline of Stadium Boulevard to the centerline of Race Street; thence east along the centerline of Race Street to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of the Railroad; thence southwesterly along the Railroad to the centerline of Colony Drive; thence east along the centerline of Colony Drive to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of Limestone Drive; thence east along the centerline of Limestone Drive to the Corporate Limits; thence southwesterly along the Corporate Limits to the centerline of the Railroad (east of South Caraway Road and south of Glover Road); thence northerly along the Railroad to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road); to the centerline of East Craighead Forest Road; thence west along the centerline of East Craighead Forest Road to the centerline of AR Highway 141 (South Culberhouse Road); thence north along the centerline of AR Highway 141 (South Culberhouse Road) to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along US Highway 63 (Joe N Martin Expressway) to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road) to the centerline of Stonebridge Drive; thence easterly along the centerline of Stonebridge Drive to the easternmost intersection of Stonebridge Drive and Arrowhead Drive; thence east along the centerline of Arrowhead Drive to the centerline of Indian Trails; thence north along the centerline of Indian Trails to the centerline of AR Highway 18 (East Highland Drive); thence east along the centerline of AR Highway 18 (East Highland Drive) to the point of beginning.

WARD 6: Beginning at the intersection of US Highway 49 (East Johnson Avenue) and Clinton School Road; thence southwesterly along the centerline of US Highway 49 (East Johnson Avenue) to the intersection of US Highway 49 (East Johnson Avenue) and Stadium Boulevard; thence south along the centerline of Stadium

Boulevard to the centerline of Race Street; thence east along the centerline of Race Street to the centerline of Richardson Drive; thence south along the centerline of Richardson drive to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of the Railroad; thence southwesterly along the Railroad to the centerline of Colony Drive; thence east along the centerline of Colony Drive to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of Limestone Drive; thence east along the centerline of Limestone Drive to the Corporate Limits; thence northeasterly along the Corporate Limits to the point of beginning.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: It is found and declared by the City Council that an emergency exists 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-11:080	Version:	1	Name:	Rezoning by Sanda Greene
Type:	Ordinance	Status:		Status:	Second Reading
File created:	10/12/2011	In control:		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 AND R-2 TO RM-12 FOR PROPERTY LOCATED AT 2700 AND 2703 WAKEFIELD DRIVE AS REQUESTED SANDA GREENE				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
10/20/2011	1	City Council		

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

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM Residential, R-1 TO Residential RM-12, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
Lot 8 Wakefield Subdivision (2700 Wakefield Drive)

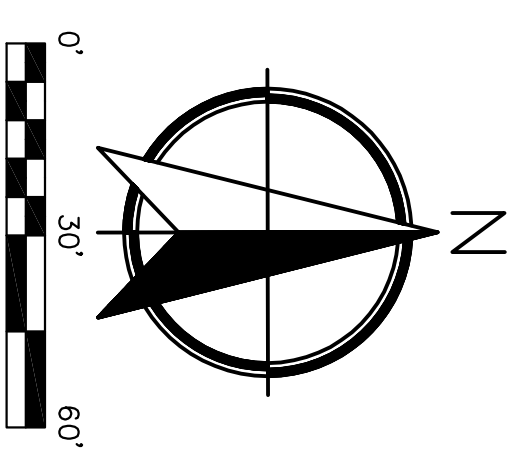
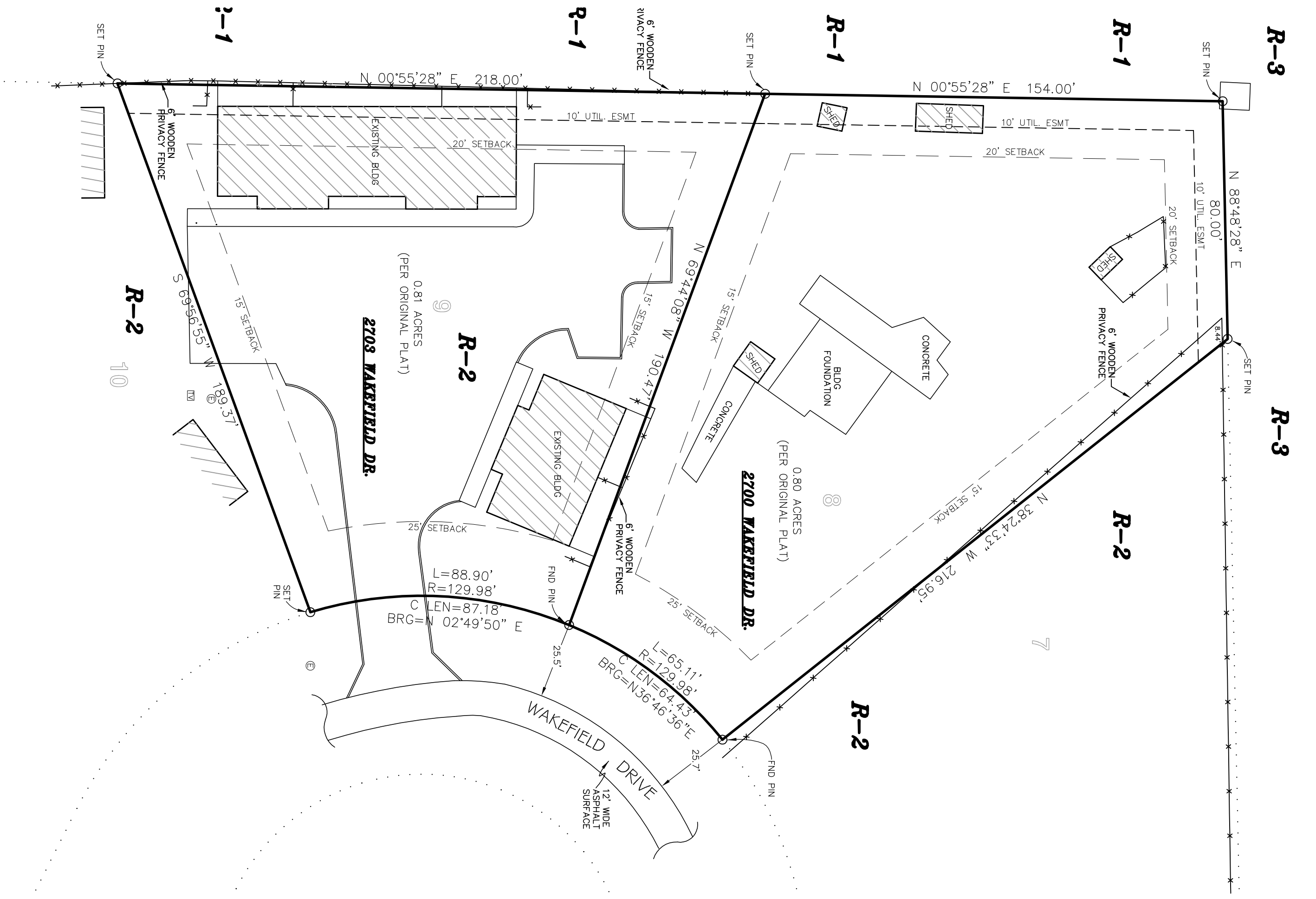
AND

FROM Residential, R-2 TO Residential RM-12, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
Lot 9 Wakefield Subdivision (2703 Wakefield Drive)

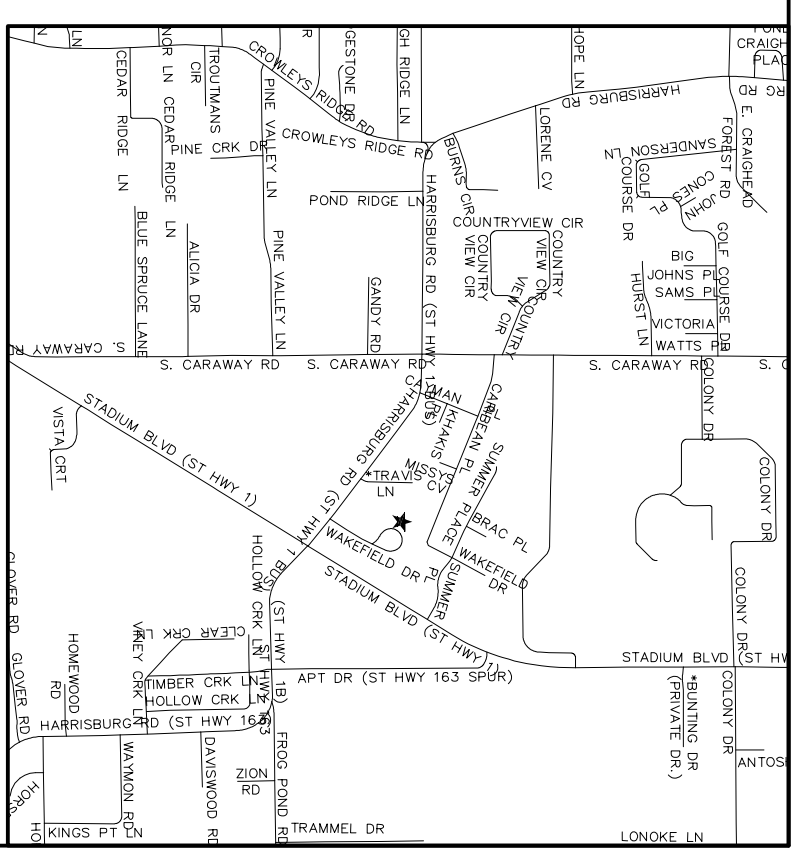
SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) The maximum number of units to be placed upon the two lots equals seventeen (17).
- 2) Lighting shall be maintained at levels in compliance with City of Jonesboro Standards and Specifications.



LEGEND

- These standard symbols will be found in the drawing.
- x---x--- 6' WOOD PRIVACY FENCE
 - ⊙ TRANSFORMER
 - Ⓜ CABLE TV BOX



LEGAL DESCRIPTION:

Lot 8 and 9, Wakefield Acres Subdivision, Jonesboro, Craighead County, Arkansas.

CERTIFICATE OF SURVEY:

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

LOT 8: EXISTING R-1 ZONING
LOT 9: EXISTING R-2 ZONING
REQUESTED RM-12 ZONING

NOTES:

- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SALE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
- 2) BEYOND ARE BASED ON GPS OBSERVATION.
- 3) THE CLOSEST PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 96,000'.
- 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND LEGAL OF A LARGER TRACT.
- 5) ALL PINS SET ARE 7/8" REBAR, UNLESS NOTED OTHERWISE.
- 6) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031034 G, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

ENGINEERS PLANNERS SURVEYORS	
REZONING PLAT LOT 8 & 9, WAKEFIELD ACRES 2700 & 2703 WAKEFIELD DRIVE JONESBORO, ARKANSAS	
FOR SANDIA GREENE	
Date: 09-19-11 Section: 9 Township: 13N Range: 04E	Job No.: 111104 County: CRAIGHEAD Sheet No.: 1 of 1
Scale: 1"=30' State of ARKANSAS No. 2723 09-19-11 SANDIA GREENE CIVIL ENGINEER	REGISTERED PROFESSIONAL SURVEYOR STATE OF ARKANSAS No. 2723 09-19-11 SANDIA GREENE CIVIL ENGINEER
ONLY COPIES WITH VOLET COLORED SIMILATURE ARE VALID OUTLDOOR COPIES © 2011, Civilogic Drawn By: RE Checked by: GH	



City of Jonesboro City Council
Staff Report – RZ 11-21: Sanda Greene 2700/2703 Wakefield Dr.
Huntington Building - 900 W. Monroe
For Consideration by the Council on October 18, 2011

REQUEST: To consider a rezoning of a parcel of land containing 1.61 acres more or less

PURPOSE: A request to consider recommendation by the MAPC for a rezoning from “R-1” Single-Family to “RM-12”.

APPLICANT OWNER: Sanda Greene 1720 S. Caraway Rd., Jonesboro AR 72401
Jerry Whitlow 1799 Hwy. 177 S, Salesville, AR 72653

LOCATION: 2700/2703 Wakefield Dr.

SITE Tract Size: Approx. +/- 1.61 Acres (70,131 s.f.)
(34,848 s.f.) .80 acres +/- 2700 Wakefield Dr.
(35,283 s.f.) .81 acres +/- 2703 Wakefield Dr.

DESCRIPTION: Frontage: Approx. 151.6’ +/- Wakefield Dr.
Topography: Flat
Existing Development: Existing slab, 6 Multi-Family Units

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-3	Single-Family Homes
South:	R-2	Apartments
East:	R-2	Apartments
West:	R-1	Single-Family Homes

HISTORY: Six Multi-Family Units existing on lot 9 of Wakefield Dr. (R-2) and fire damage caused the Single Family structure on lot 8 to be demolished. Rezoning occurred in the Wake field Acres Subdivision and the current owner of lot 8 did not want to join the request.

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 Residence Transitional. The proposed rezoning is consistent with the land use map.

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

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

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



Vicinity/Zoning Map

Findings:

Zoning compliance:

The applicant is requesting a change to a RM-12 L.U.O., which will allow an average of 19 units total for the two tracts combined. Maximum building square-footages should also be demonstrated by the applicant to depict lot coverage and setbacks and parking compliance.

Consideration should be taken in keeping the density to a minimum and any new pervious and disturbed property will be subject to storm water regulations. Twelve units per acre is considered compatible with the old R-2 District standards. A site layout showing building configuration would be helpful in determining if this change will result in too much density. Staff recommended that the applicant present a layout to the Commission/Council prior to final approval (Layouts are attached).

Landscaping/Lighting/Dumpster Location/Screening/ Signage:

The final plan should be submitted to illustrate location and details on Landscaping, Lighting, Dumpster Location and Screening. Parking lot calculations shall meet the minimum requirements of Zoning Ordinances.

RECORD OF PROCEEDINGS: PUBLIC HEARING HELD BY MAPC ON OCTOBER 11, 2011:

Mr. George Hamman, Civilogic, appeared before the Commission on behalf of Ms. Sanda Greene. Mr. Jerry Whitlow was the owner, but since application submittal, Ms. Greene has closed on the property and is now the owner. The site does have proper right of way on Wakefield Dr. as noted in the report, and we can comply.

Mr. Hamman: The maximum density allowed in the RM-12 is actually 19, but we have provided a couple of layouts and we feel comfortable with having only 17 units total.

Public Input: None.

Staff: Mr. Spriggs presented the findings of the staff report; noting that the subject property belonged to an opposing previous owner that held out on the abutting rezoning. All of the lots in the circle have been developed consistently under the R-2 Zoning as duplexes, four-plexes and apartments. Staff feels that the petition is consistent with the Land Use Plan and the surrounding densities. Staff concurs that the rezoning is appropriate.

Commission Action: *Motion was made by Mr. Kelton to approve the rezoning subject to the Staff recommended conditions; Motion was 2nd by Mr. Tomlinson. .*

Roll Call Vote: *Mr. Kelton- Aye; Mr. Tomlinson- Aye; Ms. Norris- Aye; Mr. Dover- Aye. ; Mr. White- Aye (Chair Voted to pass the measure).*

5-0 Vote unanimously approved. Absent were: *Mr. Hoelscher, Mr. Roberts, Mr. Scurlock, and Ms. Nix (left meeting early).*

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Sanda Greene, should be evaluated based on the above observations and criteria, of Case RZ 11-21, a request to rezone property from “R-1” to RM-12 L.U.O., Max. 17 Units, and it is hereby recommended approval to the Jonesboro City Council.

The conditions for recommendation of approval shall include the following:

1. The applicant agrees to modify the plat and show 30 ft. from centerline of street right-of- way. Access drives shall satisfy city standards and be coordinated with the appropriate reviewing agencies for approval.
2. Details on maximum building sizes and setbacks shall be submitted for final approval in the Final Site Plan stage.
3. Maximum Density and number of units shall be 17 as approved by the MAPC.
4. A site plan shall be required to be reviewed and approved by the Staff and shall include final details on drainage, grading, access management, signage, parking, lighting photometrics, landscaping and all site improvements approved by this petition.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking Southwest towards site.



View looking West adjacent from site.



View looking South from the site.



View looking East along Wakefield Dr.



View looking East of additional apartments.



View looking West of demolished Single Family Home foundation and storage buildings.



View looking East from the rear yard.



View looking East from the rear yard.



View looking North along rear property line.



Legislation Details (With Text)

File #: ORD-11:082 **Version:** 1 **Name:** Rezoning by First United Methodist Church
Type: Ordinance **Status:** Second Reading
File created: 10/13/2011 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM C-2 TO C-1 FOR PROPERTY LOCATED AT 901 SOUTH MAIN STREET AS REQUESTED BY FIRST UNITED METHODIST CHURCH
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
10/20/2011	1	City Council		

title
AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES
body
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION 1. That Chapter 117 of the Jonesboro Municipal Code known as the Zoning Ordinance of the City of Jonesboro, Arkansas, be amended by the change in zone district boundaries as follows:

From C-2, Downtown Fringe Commercial District to C-1, Downtown Core Commercial District, that land described as follows:

LEGAL DESCRIPTION
PART OF LOTS 2 AND 9 OF KNIGHTS'S FIRST ADDITION TO THE CITY OF JONESBORO AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AND THE ABANDONED RIGHT-OF-WAY FOR WARNER AVE. PER THE ABANDONMENT BY THE CITY OF JONESBORO, ORDINANCE #00:1050, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF KNIGHTS'S FIRST ADDITION TO THE CITY OF JONESBORO AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°49'48" EAST ALONG THE WEST LINE OF SAID LOT 2 AND THE EASTERLY RIGHT OF WAY LINE OF UNION STREET, 273.31 FEET TO A POINT ON THE INTERSESTION OF THE WEST LINE OF SAID LOT 2 AND THE SOUTHERLY RIGHT OF WAY LINE OF MATHEWS AVENUE: THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF MATHEWS AVENUE AS FOLLOWS, SOUTH 89°13'49" EAST 0.15 FEET TO A POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT

BEARS SOUTH 89°13'50" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°57'31", A DISTANCE OF 13.95 FEET, SOUTH 43°31'58" EAST 3.40 FEET, NORTH 46°28'02" EAST 4.00 FEET, NORTH 43°31'58" WEST 3.40 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 37°47'37" EAST, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°57'31", A DISTANCE OF 13.95 FEET, SOUTH 87°50'06" EAST 158.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°58'56", A DISTANCE OF 13.26 FEET, SOUTH 46°31'30" WEST 3.38 FEET, SOUTH 43°28'30" EAST 3.46 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET: THENCE SOUTH 00°48'19" WEST ALONG THE EAST LINE OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET, 307.26 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE CENTERLINE OF WARNER AVENUE (ABANDONED): THENCE SOUTH 00°52'15" WEST, ALONG THE EAST LINE OF LOT 9 AFORESAID AND CONTINUING THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, 207.45 FEET: THENCE NORTH 89°52'57" WEST, DEPARTING FROM SAID EAST LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, 190.55 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF UNION STREET AFORESAID: THENCE NORTH 00°47'54" EAST, ALONG SAID WEST LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, 206.82 FEET: THENCE NORTH 00°47'48" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 100,442 SQ. FT. OR 2.31 ACRES, MORE OR LESS.

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



City of Jonesboro City Council
Staff Report – RZ 11-22: First United Methodist Church-901 S. Main St.
Huntington Building - 900 W. Monroe
For Consideration by the Council on October 18, 2011

REQUEST: To consider a rezoning of a parcel of property containing approximately 0.90 acres more or less from C-2 Downtown Fringe to C-1 Downtown Core and make recommendation to City Council.

PURPOSE: A request to consider the approval by the Metropolitan Area Planning Commission, as recommend to City Council for final action as C-1 Downtown Core and consolidate lots with replat submittal .

APPLICANT/ OWNER: First United Methodist Church, 901 S. Main St. Jonesboro AR 72404

LOCATION: 901 S. Main St.

SITE DESCRIPTION: Tract Size: Approx. 0.90 +/- acres, 39,530 Sq. ft. +/-
 Frontage: Approx. 206.82’ ft. along Union Ave., 207.45’ Main St.
 Topography: Developed
 Existing Develop00:1050mt.: Church

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-1	Commercial-First Baptist Church
South:	C-2	Commercial-Law and General Offices
East:	C-1	Commercial-Parking Lot
West:	C-2	Commercial-Parking Lot

HISTORY: Former Site of the First Christian Church which the zoning is C-2. Warner Avenue was abandoned by the City of Jonesboro under ORD:00:1050 adopted on 2/7/2000. The acreage on either side of the abandoned right of way has remained two dissimilar zoning districts since.

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

Approval Criteria- Section 117-34- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Northwest Sector and to be recommended as a Public, Semi-Public, and Institution. Currently the City is updating the Comprehensive Plan, which is predicted to be adopted by February 2012. Consistency is achieved.

Zoning/Vicinity Map



Master Street Plan

The property is located along Union St. which is recommended as a collector street on the adopted Master Street Plan from its current status. A 60 ft. road easement is denoted on the submitted rezoning

plat, which the minimum 80' right-of-way is required on collector streets. However the road way is existing and presently there are no future plans to widen Union St.

Findings:

The proposal will result in the existing C-2 Commercial zoned property to be rezoned to C-1 Downtown Core. This area is zoned and utilized as a mixture of several churches, medical offices, businesses/offices, and a few multi-family uses in that segment of the city (see zoning map on previous page).

The applicant is proposing to consolidate 2 lots and develop a 10,000 square foot building on the existing acreage with the existing roadways Main St and Union bordering each side.

RECORD OF PROCEEDINGS: PUBLIC HEARING HELD BY MAPC ON OCTOBER 11, 2011:

Mr. John Easley, Associated Engineering, appeared before the commission explaining that the request is to rezone the property and make it consistent with the abutting C-1 Downtown Core District. The existing church, First Christian Church is completing their new construction on Woodsprings Road and the applicants will be expanding to the south.

Public Input: None.

Staff: Mr. Spriggs presented the findings of the staff report; noting that the subject property is being petitioned for rezoning to correct the previously abandoned right of way of Warner Ave., with the inclusion of the church property to the south. Staff feels that the petition is consistent with the Land Use Plan and the surrounding area. Staff concurs that the rezoning is appropriate.

Commission Action: *Motion was made by Mr. Kelton to approve the rezoning subject to the Staff recommended conditions; Motion was 2nd by Ms. Norris.*

Roll Call Vote: *Mr. Kelton- Aye; Mr. Tomlinson- Aye; Ms. Norris- Aye; Mr. Dover- Aye. ; Mr. White- Aye (Chair Voted to pass the measure).*

5-0 Vote unanimously approved. Absent were: *Mr. Hoelscher, Mr. Roberts, Mr. Scurlock, and Ms. Nix (left meeting early).*

Conclusion:

The MAPC and the Planning Department Staff recommend the requested Zone Change as submitted by First United Methodist Church, Case RZ 11-22, C-1 should be approved by the City Council for rezoning. This change will be in keeping with good land use principles, subject to the following conditions:

1. That the proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.
2. That the final replat be submitted before the issuance of a building permit.
3. That a final site plan shall be presented to the MAPC for final approval including details on lighting, landscaping, parking/loading, and signage.

Respectfully Submitted for Council Consideration,

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

Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking East along Matthews Ave.



View looking South at the intersection of Matthews Ave./Union St.



View looking West of subject site and Warner St. dead end.



View looking West of abutting Law Office and subject property.



View looking North at the subject property frontage.



View looking West of church property.