



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Monday, December 2, 2019

5:00 PM

Municipal Center

SPECIAL CALLED MEETING

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-19:111](#) Minutes for the Public Works Council Committee on November 5, 2019.

Attachments: [MeetingMinutes12-Nov-2019-02-43-38](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-19:208](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO

Sponsors: Engineering

Attachments: [2020 USGS Agreement](#)

[RES-19:209](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE WARRANTY DEED RESTRICTION FOR 1904 DEERWOOD DRIVE, JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS

Sponsors: Engineering and Grants

Attachments: [Deed Restriction - 1904 Deerwood](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-19:111 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/12/2019 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Council Committee on November 5, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [MeetingMinutes12-Nov-2019-02-43-38](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Council Committee on November 5, 2019.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, November 5, 2019

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 6 - Gene Vance; Mitch Johnson; John Street; Charles Coleman; LJ Bryant and Ann Williams

Absent 1 - Chris Moore

3. Approval of minutes

[MIN-19:102](#)

Minutes for the Public Works Committee meeting on October 1, 2019.

Attachments: [Minutes](#)

A motion was made by Councilperson Ann Williams, seconded by Councilperson Gene Vance, that this matter be Passed . The motion PASSED with the following vote.

Aye: 7 - Gene Vance; Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-19:065](#)

AN ORDINANCE TO REPEAL AND REPLACE 117-255 Section C OF THE JONESBORO CODE OF ORDINANCES RELATING TO HEIGHT LIMITATIONS OF ACCESSORY BUILDINGS IN THE CITY OF JONESBORO

Sponsors: Planning

Councilmember Gene Vance asked, is the City Planner here? Chairman John Street said, yes, Derrel will you come forward please sir? Councilmember Vance said, two questions. The first one is where you say thirty-five foot or the height of the principal structure, does that mean it can be over thirty-five feet if the principal structure is higher than thirty-five foot?

City Planner, Derrel Smith said, we have a couple of residential zones that allow up to forty-five feet. They are the larger, more of an agricultural or rural residential type lot, a house can be up to forty-five feet so the accessory structure could match that. Most residential areas, the maximum is going to be thirty-five feet on that. Councilmember Vance asked, what use would a thirty-five foot accessory building be? In every BZA

meeting probably sixty percent of what we are seeing is variances on height because, people aren't building ten or twelve foot sheds in their backyard anymore. These accessory structures are not going to be attached to the house so they can be a garage with an upstairs. A lot of them are putting some living spaces upstairs and they are trying to make them look like their homes and our maximum right now is twelve feet to the eaves. That's not real high and like I said we are seeing a lot of variance request for them right now.

Councilmember Vance asked, why the twenty-five feet on commercial? City Planner, Derrel Smith said, like I said these are accessory structures and on commercial, let's take Delta Peanut for instance, that is what we are working in right now. All of those are principal structures an accessory storage out there would be like a small storage shed that they are using for equipment. Normally that would be in the twenty-four or twenty-five foot range in height, it could be higher but again we are talking about accessory buildings not the main buildings.

Councilmember Dr. Charles Coleman asked, Derrell is there a distance on where the building can sit? Derrell said on the setback for an accessory structure from the rear and side it has to be a minimum of 7 ½ feet. Councilmember Coleman said, okay still 7 ½ feet.

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 7 - Gene Vance; Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

5. Pending Items

[RES-19:141](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS, TO CITY WATER AND LIGHT (CWL), A PUBLIC ENTITY

Sponsors: Engineering

Attachments: [5713 E Nettleton Avenue Appraisal](#)

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 7 - Gene Vance; Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson

Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Chris Moore



Legislation Details (With Text)

File #:	RES-19:208	Version:	1	Name:	CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/26/2019	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	2020 USGS Agreement				

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO WHEREAS, the City of Jonesboro, Arkansas has desires to continue a Joint Funding Agreement (attached) with the U.S. Geological Survey, United States Department of the Interior for the operation and maintenance of two streamgages in Jonesboro; and,

WHEREAS, the two streamgages monitoring locations in Jonesboro are located on Lost Creek and Whiteman Creek at Access Road; and,

WHEREAS, the funding for the annual operation and maintenance cost shall come from the Capital Improvements budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO;

Section1: That the City of Jonesboro shall continue a Joint Funding Agreement with the U.S. Geological Survey, United States Department of the Interior for the operation and maintenance of two streamgages in Jonesboro.

Section 2: The funding for operation and management cost shall come from the Capital Improvements budget.

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

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000783
Agreement #: 20MLJFAARDA156
Project #:
TIN #: 71-6013749

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2020, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Jonesboro party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in operation and the maintenance of the two streamgages, Whiteman's Creek at Industrial Drive and Lost Creek at Floyd Street in Jonesboro herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
January 1, 2020 to December 31, 2020
- (b) \$28,300 by the party of the second part during the period
January 1, 2020 to December 31, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000783
Agreement #: 20MLJFAARDA156
Project #:
TIN #: 71-6013749

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Tyler Mays
Hydrographer Supervisor
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3678
Fax: (501) 228-3601
Email: jmays@usgs.gov

Customer Technical Point of Contact

Name: Harold Perrin
Mayor
Address: 300 S Church Street
Jonesboro, AR 72401
Telephone: (870) 932-2438
Fax:
Email:

USGS Billing Point of Contact

Name: Markeshia Watson
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3106
Fax:
Email: mwatson@usgs.gov


Customer Billing Point of Contact

Name: Tracey Cooper
Address: 300 S Church Street
Jonesboro, AR. 72401
Telephone: (870) 932-2438
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Jonesboro

Signature

By  Date: 11/07/2019
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Legislation Details (With Text)

File #:	RES-19:209	Version:	1	Name:	EXECUTE WARRANTY DEED RESTRICTION FOR 1904 DEERWOOD DRIVE, JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/26/2019	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE WARRANTY DEED RESTRICTION FOR 1904 DEERWOOD DRIVE, JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS				
Sponsors:	Engineering, Grants				
Indexes:					
Code sections:					
Attachments:	Deed Restriction - 1904 Deerwood				

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE WARRANTY DEED RESTRICTION FOR 1904 DEERWOOD DRIVE, JONESBORO, ARKANSAS ACQUIRED WITH FLOOD MITIGATION ASSISTANCE GRANT FUNDS WHEREAS, the City of Jonesboro, Arkansas entered into an agreement with Arkansas Natural Resources Commission (ARNC) for a Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Grant for the acquisition and demolition of 1904 Deerwood Drive; and,

WHEREAS, the City of Jonesboro has acquired property using the FEMA Flood Mitigation Assistance Grant funds; and,

WHEREAS, the terms of the grant restricts the use of property to open space, in perpetuity, in order to protect and preserve natural floodplain values; and,

WHEREAS, to satisfy the grant, the City of Jonesboro must execute Warranty Deed Restriction for this property.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute the Warranty Deed Restriction for 1904 Deerwood Drive as required by FEMA Flood Mitigation Assistance Grant agreement.



P.O. Box 1845 _ 300 S. Church St.
Jonesboro, AR 72403
Phone: (870) 932-2438

In reference to the "Property" [1904 Deerwood Drive], conveyed by the Deed between "Property Owner" [Ms. Georgia Dennis], participating in the federally-assisted acquisition project ("the Grantor") Arkansas Natural Resources Commission [ANRC], ("the Grantee") City of Jonesboro, its successors and assigns:

WHEREAS, the **Flood Mitigation Assistance Program**, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Arkansas Natural Resources Commission has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated August 14, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in the City of Jonesboro, Arkansas, and the City of Jonesboro participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Jonesboro acting by and through the City of Jonesboro City Council, has applied for and been awarded federal funds pursuant to an agreement with Arkansas Natural Resources Commission dated August 14, 2017, Project Number FMA-PJ-06-AR-2017-006 and herein incorporated by reference, making it a mitigation grant program sub-grantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Flood Mitigation Assistance Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State - local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities;

wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program sub-grantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program sub-grantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

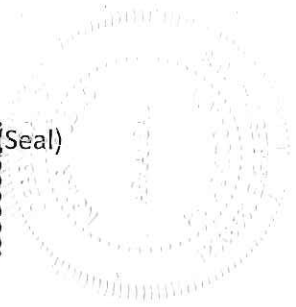
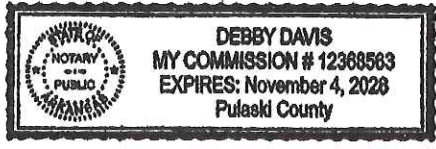
6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor's Signature [Signature] Date 21 November 2019

Grantor's Name (printed or typed) Bruce Holland, Arkansas Department of Agriculture
Division of Natural Resources

State of Arkansas, County of Pulaski
Subscribed and sworn to before me on this 21st day of November, 2019.

[Signature]
Signature of Notary Public
My Commission Expires: 11/4/2028



Grantee's Signature _____ Date _____

Grantee's Name/Title (printed or typed) City of Jonesboro, Arkansas by: Mayor Harold Perrin

Attest Signature _____ Date _____

Attest Name/Title (printed or typed) Donna Jackson (Jonesboro City Clerk)

State of Arkansas, County of _____
Subscribed and sworn to before me on this _____ day of _____, 20_____.

Signature of Notary Public
My Commission Expires: _____

(Seal)