



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, September 21, 2010

6:30 PM

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

[COM-10:093](#) Mayor's Citation for Distinguished Service to be presented to Charles "Chalky" Johnson

Sponsors: Mayor's Office

[COM-10:094](#) Special Presentation recognizing local citizens for their effort in solving crime.

Sponsors: Police Department

[COM-10:096](#) Proclamation for clean-up of Pine Hill Cemetery

Sponsors: Mayor's Office

[COM-10:097](#) Proclamation for Hope Week to June Morris

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

[MIN-10:085](#) Minutes for the City Council meeting on September 7, 2010.

Attachments: [Minutes 9/7/10](#)

[RES-10:099](#) A RESOLUTION TO ENTER INTO A LEASE AGREEMENT WITH THE JONESBORO SCHOOL DISTRICT NO. 1 OF CRAIGHEAD COUNTY, ARKANSAS

Sponsors: Mayor's Office

Attachments: [Jonesboro School District Lease Agreement](#)
[Jonesboro School District Lease Agreement - PDF](#)

Legislative History

9/7/10 Public Works Council Recommended to Council
 Committee

RES-10:100 A RESOLUTION TO ENTER INTO A CONTRACT WITH THE ARKANSAS HIGHWAY
AND TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT

Sponsors: Parks & Recreation and Grants

Attachments: [Rec Trails Grant Contract](#)

Legislative History

9/13/10 Public Services Council Recommended to Council
 Committee

RES-10:101 A RESOLUTION TO CONTRACT WITH THE ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT FOR THE 2009 SAFE ROUTES TO SCHOOL
GRANT

Sponsors: Engineering, Grants and Parks & Recreation

Attachments: [SRTS Grant Contract](#)

Legislative History

9/13/10 Public Services Council Recommended to Council
 Committee

RES-10:106 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE
MAYOR AND CITY CLERK TO GRANT AN EASEMENT FOR FACILITIES (UTILITY
EASEMENT) TO RITTER COMMUNICATIONS

Sponsors: Engineering

Attachments: [Ritter Easement](#)

[Herndon Add](#)

Legislative History

9/7/10 Public Works Council Recommended to Council
 Committee

RES-10:111 A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
FOR CITY YOUTH MINISTRIES SUMMER/MENTORING

Sponsors: Community Development

Attachments: [2010 City Youth1](#)

[2010 City Youth1 - PDF version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
 Council Committee

RES-10:112 A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT
FOR THE FOUNDATION OF ARTS - EDUCATION ENRICHMENT

Sponsors: Community Development

Attachments: [2010 Foundation of Arts](#)

[2010 Foundation of Arts - PDF Version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
Council Committee

RES-10:113

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR JONESBORO URBAN RENEWAL HOUSING AUTHORITY - HOUSING COUNSELING

Sponsors: Community Development

Attachments: [2010 JURHA Housing](#)
[2010 JURHA Housing - PDF Version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
Council Committee

RES-10:114

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR JONESBORO URBAN RENEWAL HOUSING AUTHORITY - SUBSISTENCE

Sponsors: Community Development

Attachments: [2010 JURHA Subsistence](#)
[2010 JURHA Subsistence - PDF Version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
Council Committee

RES-10:115

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR MID-SOUTH HEALTH - SUBSISTENCE

Sponsors: Community Development

Attachments: [2010 Mid South Subsistence1](#)
[2010 Mid South Subsistence1 - PDF Version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
Council Committee

RES-10:116

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR MID-SOUTH HEALTH - EMPLOYMENT TRAINING/ASSISTANCE

Sponsors: Community Development

Attachments: [2010 Mid South- Employment 1](#)
[2010 Mid South- Employment 1 - PDF Version](#)

Legislative History

8/31/10 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-10:071 AN ORDINANCE TO AMEND ORDINANCE NO. 10:029 AND SECTION 117-32 OF CHAPTER 117 OF THE JONESBORO CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS FOR THE PURPOSE OF CLARIFICATION ON THE PERMIT DRAWING REQUIREMENTS AS IT RELATES TO MULTI-FAMILY AND COMMERCIAL APPLICATIONS

Sponsors: Planning and Inspections

Attachments: [Memo of Intent](#) [Building Permit Submission Requirements](#)

Emergency Clause

Legislative History

9/7/10	Public Works Council	Recommended to Council Committee
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ORD-10:077 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO CR-1 LUO FOR PROPERTY LOCATED AT 401 EAST OAK AS REQUESTED BY GLEN AND NANCY MORING

Attachments: [Plat](#)

[MAPC Report](#)

7. UNFINISHED BUSINESS**ORDINANCES ON SECOND READING**

ORD-10:072 AN ORDINANCE TO AMEND TITLE 14, OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 5205 EAST JOHNSON AVENUE AS REQUESTED BY BORDER PROPERTIES

Attachments: [Plat](#)

[MAPC Report](#)

Emergency Clause

Legislative History

9/7/10	City Council	Held at one reading
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8. MAYOR'S REPORTS

COM-10:092 Financial statements for the Jonesboro Airport Commission for the eight months ending August 31, 2010, and 2009

Sponsors: Mayor's Office

Attachments: [Financial statements](#)

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 #: COM-10:093 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 9/13/2010 **In control:** City Council
On agenda: **Final action:**
Title: Mayor's Citation for Distinguished Service to be presented to Charles "Chalky" Johnson
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title

Mayor's Citation for Distinguished Service to be presented to Charles "Chalky" Johnson



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-10:094 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 9/14/2010 **In control:** City Council
On agenda: 9/21/2010 **Final action:**
Title: Special Presentation recognizing local citizens for their effort in solving crime.
Sponsors: Police Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title

Special Presentation recognizing local citizens for their effort in solving crime.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-10:096 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 9/14/2010 **In control:** City Council
On agenda: **Final action:**
Title: Proclamation for clean-up of Pine Hill Cemetery
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
Proclamation for clean-up of Pine Hill Cemetery



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-10:097 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 9/14/2010 **In control:** City Council
On agenda: **Final action:**
Title: Proclamation for Hope Week to June Morris
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
Proclamation for Hope Week to June Morris



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-10:085 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/14/2010 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on September 7, 2010.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes 9/7/10](#)

Date	Ver.	Action By	Action	Result
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title

Minutes for the City Council meeting on September 7, 2010.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft City Council

Tuesday, September 7, 2010

6:30 PM

Huntington Building

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

PUBLIC HEARING AT 6:15 P.M.

Regarding the issuance of not to exceed \$45,000,000 City of Jonesboro Industrial Development Revenue Bonds and Recover Zone Facility Revenue Bonds (Nordex USA, Inc. Project)

Councilman Fears questioned whether there was any liability to the City. Attorney Anne Parker answered no.

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 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent 1 - Ann Williams

4. SPECIAL PRESENTATIONS

COM-10:091 Proclamation by the Mayor for the Susan G. Komen for the Cure

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to Ms. Jane McDaniel. The proclamation named October 1, 2010, as "Go Pink for the Cure Day" in support of the Susan G. Komen Foundation. Ms. McDaniel thanked everyone for the proclamation noting that Mayor Perrin was the first to name October 1 as "Go Pink for the Cure Day". She added on October 1st St. Bernard's will have their mobile mammography unit at the Mall at Turtle Creek to give mammograms to uninsured women.

COM-10:090 Proclamation by the Mayor for the Nettleton vs. Valley View Football Game

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation and commended the students of Nettleton and Valley View for their commitment to making Jonesboro a better place to live. The

students presented the City Council members with t-shirts.

5. CONSENT AGENDA

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, to Adopt the Consent Agenda with the exception of RES-10:107. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

MIN-10:076 Minutes for the City Council meeting on August 17, 2010.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

6. NEW BUSINESS

RES-10:107 A RESOLUTION SUPPORTING AMENDMENTS TO THE CONSTITUTION OF THE STATE OF ARKANSAS: (1) TO ELIMINATE CONSTITUTIONAL LIMITS ON INTEREST RATES FOR GOVERNMENT BONDS AND LOANS, REVISED INTEREST RATE LIMITS ON OTHER LOANS, AND AUTHORIZE THE FINANCING OF ENERGY SAVINGS PROJECTS - (ISSUE #2 AT NOVEMBER 2010 GENERAL ELECTION); AND (2) TO MODIFY AND IMPROVE THE FINANCING ALTERNATIVES AVAILABLE TO THE STATE IN SUPPORT OF MAJOR ECONOMIC DEVELOPMENT PROJECTS IN ARKANSAS (ISSUE #3 AT NOVEMBER 2010 GENERAL ELECTION).

Sponsors: Mayor's Office

Mayor Perrin explained Councilman Hargis had asked him for some clarity regarding the resolution. Mr. Edmond Hurst from Crews & Associates and Chamber of Commerce President Mark Young were present to discuss the resolution. Discussion was held concerning the resolution. Mr. Hurst explained the federal government has preempted Arkansas' law because the stimulus funds could not be used in Arkansas due to the usury law. He further explained the federal preemption allows for projects, like the Nordex project in Jonesboro and the Hewlett-Packard project in Conway, to continue until the election. Councilman Hargis stated in the information they received it listed several projects that have gone on since the usury law was amended in 2004. Mr. Hurst noted that with the projects he has been involved in this year several of them would not have been able to occur if it wasn't for the federal preemption.

Mr. Young explained the law that was passed in 2004 allowed for super-project funding, which was a project that created at least 500 jobs and had at least \$500 million in investment. He noted the State of Arkansas has not been able to use that funding at all since it was approved. He further explained the changes that are being proposed retains the cap of the total amount that can be issued with the bonds, but it removes the 500 jobs and \$500 million investment thresholds. He stated there are a lot of projects over the years that have successfully met one of the thresholds but not the other and, therefore, were not able to use the super-project funding. Mayor Perrin added the some projects that had initially thought about coming to Arkansas were persuaded to go to other states because of the 500 jobs and \$500 million thresholds

in Arkansas. He further discussed the amendments. Mr. Young added that both issues are extremely important.

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

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

Enactment No: R-EN-082-2010

ORDINANCES ON FIRST READING

ORD-10:068

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS AND RECOVERY ZONE FACILITY REVENUE BONDS TO FINANCE CERTAIN INDUSTRIAL FACILITIES; AUTHORIZING THE LEASING OF SUCH FACILITIES TO NORDEX USA, INC.; AUTHORIZING TRUST INDENTURES SECURING THE BONDS; AUTHORIZING THE SALE OF THE BONDS; DESIGNATING A PORTION OF THE BONDS AS RECOVERY ZONE FACILITY BONDS; DESIGNATING THE JONESBORO WORK FORCE RECOVERY ZONE; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

Attachments: [Resolution concerning American Recovery and Reinvestment Act of 2009](#)
[Jonesboro Labor Market Area](#)
[Lease Agreement](#)
[Trust Indenture](#)
[Trust Indenture 2010 SERIES C](#)
[Trust Indenture Recovery Zone Bonds - Series B](#)

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

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

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

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

Enactment No: O-EN-049-2010

ORD-10:072

AN ORDINANCE TO AMEND TITLE 14, OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 5205 EAST JOHNSON AVENUE AS REQUESTED BY BORDER PROPERTIES

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

Councilman Vance abstained from voting and discussion.

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

City Planner Otis Spriggs explained the proposed rezoning property is located on Highway 49 North. Councilman Dover stated he received some emails from concerned citizens. Mr. Spriggs stated there were some neighbor concerns that were addressed at the MAPC meeting and he thought they were covered completely. He explained there is commercial property abutting the proposed rezoning property towards the east and the north. He added the Land Use Plan shows mixed-use commercial for this area. Discussion was held concerning the MAPC proceedings and the subsequent restrictions that were placed on the proposed rezoning property.

Councilman Frierson noted the current owners do not plan to develop the property; rather, they intend to sell the property. He questioned how the future owners will know about the restrictions on the property. Mr. Spriggs stated the restrictions are listed in the ordinance and will be carried over to future owners. He noted the uses will be monitored through the site plan process at the MAPC level. He also stated the realtors selling the property will be aware of the restrictions and will disclose that information to the new owners.

Mr. Chris Gardner, attorney for Border Properties, LLC, discussed the proposed rezoning. He noted the property has been up for sale since 2008 and no offers have been received. He stated the property is located on a five-lane highway, which makes it more suitable for commercial zoning as opposed to the current residential zoning. He explained at the neighborhood meeting prior to the MAPC meeting concerns were brought up regarding possible convenience stores and/or car washes. He further explained those concerns were addressed at the MAPC meeting with the car wash being taken out and restricted the property at the corner of Oriole and Johnson so a convenience store could not be located there., while if any of the rest of the property abuts residential property then there has to be a 100' setback. Mr. Gardner stated another neighborhood meeting was held regarding other issues and concerns the citizens may have. He explained most of the attendees were different than the ones from the previous meeting and basically asked questions.

Ms. Denise Bowman, a resident on Oriole Drive, spoke in opposition to the rezoning. She explained she is okay with doctor's office being put in the area, but she is not okay with the restaurants, retail services and convenience stores. She further explained those are businesses that are open late at night and will congest traffic further than it already is.

Councilman Fears questioned whether the City Council can amend the limited uses in order to take out convenience stores, restaurants and retail services. City Attorney Phillip Crego answered yes, the Council has the authority to amend the limited uses.

Councilman Dover recommended the developer meet with the neighborhood again to try and address some of the concerns. Mr. Gardner stated they can try to meet with the neighborhood again before the next Council meeting to see if any movement can take place.

Ms. Jodie Roberts, 1102 Oriole Drive, spoke in favor of the rezoning and stated they have the most to lose because they live right next to proposed rezoning property. She noted they have lived in the neighborhood longer than most of the people in the

area and have had problems selling their home because of the empty lot. She explained the property is not being taken care of by the current renters and she would rather see the property properly maintained. She added at least the current owners are trying to work with the neighborhood.

Mr. Fred Edwards, Jr., a resident on Oriole Drive, also spoke in favor of the rezoning. He noted the owners have made concessions and he feels like they are sincere in their effort. He stated he has some to gain by the rezoning, but he believes the owners have considered the neighborhood when most people wouldn't have even had neighborhood meetings and work the rezoning through the process. He noted the area will eventually bring Jonesboro revenue and improvements need to continue to be made.

Mr. Gardner reiterated they have worked very hard with the neighbors to address their concerns and limit the property, while still allowing it to be a feasibly commercial property. He noted if it gets too limited or too restricted, then the commercial rezoning will not be as effective as it needs to be.

A motion was made by Councilman Chris Moore, seconded by Councilman Darrel Dover, that this matter be Held at one reading . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-10:070 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-3 TO C-3 FOR PROPERTY LOCATED AT 2822 EAST NETTLETON AS REQUESTED BY WILLIAM GRIMES

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

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

Enactment No: O-EN-050-2010

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

The Mayor's Office sent the Highway Department a letter concerning guarded left-hand turn lanes at two locations: one on Phillips Drive and Stadium; the other

being Brazos and Highland. Several loops are also being put in the City.

Pavilion #5 is down at Craighead Forest and has been down for about two weeks. A report has been received by an engineer showing the pavilion went down due to wind, not because someone pulled it down. An insurance claim will be filed with APERMA.

Pavilion #1 at Craighead Forest needs some work. The Kwanis Club put up the pavilion and have asked for suggestions.

Valves have been put on the wellheads at the landfill, as recommended by SCS.

The City received a \$44,000 grant to be used for replacing cameras in patrol cars. A bullet proof vest grant was also approved.

Invitations are being sent out for the incinerator groundbreaking that will be held October 4th at 2 p.m. It will also be a groundbreaking for the JETS building.

They are still looking at the August financial reports. They are doing due diligence on the reports before sending them out to the Council. They are continuing to look at the day-to-day expenses and the trend is significantly below the O&M budgeted expenditures. He added revenues have increased due to 911 surcharges and sales tax. Reports will be sent out within the next five to six days.

They applied for a \$550,000 enhancement grant with the Highway Department. The money will be spent to add sidewalks all the way down Phillips Drive.

Attorney Wick Nesbitt has been sent all the information regarding the non-uniform pension plan. They will be having a conference call with him on Thursday. He will email the Council the details of the conversation.

They are looking at the 2011 budget. One thing they are looking into is a self-insured insurance plan. They have met with Blue Cross Blue Shield and Sharp and will be interviewing some of the third party administrators to get costs. Costs will be compared to the fully insured plan.

They are still waiting for the exit interview with Legislative Audit.

Solar lights are being installed with the first one being put at Annie Camp. Lights will be put up at all the school districts in the area.

E-911 will have all of the low band radios by the end of the month, which will give the City another band for emergencies.

In Ward 1, a meeting was recent held concerning code enforcement. Over 60 people attended the meeting. He thanked Councilmen Vane and Frierson for their work. He noted all the departments will coordinate to address concerns in the area.

Parks Director Jeff Owens announced Mr. Wixson Huffstetler has been hired as the Assistant to the Parks Director. He explained the position will help generate revenue for the Parks Department.

9. CITY COUNCIL REPORTS

Councilman Moore motioned, seconded by Councilman Dover, to add RES-10:103 and RES-10:108 to the agenda. All voted aye.

RES-10:103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO THE SALE OF REAL PROPERTY LOCATED AT 700 S. FISHER STREET

Sponsors: Building Facilities Committee

Attachments: [Fisher Street Plats](#)
[First Baptist Church Offer Letter](#)
[Fisher St. Appraisal](#)
[Warranty Deed - Fisher Street](#)

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

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

Enactment No: R-EN-083-2010

RES-10:108 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE A CHANGE ORDER WITH CAMERON CONSTRUCTION COMPANY, INC. FOR THE PUBLIC WORKS FACILITY GRADING - 2009:26

Sponsors: Engineering

Attachments: [#2](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

Enactment No: R-EN-084-2010

Councilman McCall announced the 1st Annual Downtown Jonesboro Bar-be-cue Fest. It will be held on Saturday, November 6th. There will be a bar-be-cue competition and music and games for kids. Funding is being received from the Advertising & Promotion Commission and from private sponsors. He invited everyone to attend.

Councilman Gibson announced a E-911 subcommittee meeting in the Mayor's Conference Room on September 22, 2010, at 1:00 p.m.

Councilman Hargis asked for an update concerning Principal Financial and the non-uniform pension plan. Mayor Perrin reiterated Attorney Nesbitt has been sent all of the information and they will be holding a conference call on Thursday. Councilman Hargis then asked for a sidewalk update. Mayor Perrin stated the City

spent approximately \$140,000 in 2009 and another approximately \$500,000 this year just on sidewalks. He explained 70% of the sidewalks in Jonesboro are considered impassable, which presents a challenge. In 2009, the City made connectors to the schools for kids to use the sidewalks. They are looking at walkability studies each year when budgets are made to see where more improvements can be made.

Councilman Vance stated the maintenance shop contract will be presented at the first Council meeting in October.

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and place RES-10:106 on the agenda. All voted aye.

RES-10:102

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH RITTER COMMUNICATIONS FOR FIBER OPTIC/LOCAL PHONE/T1 SERVICES

Sponsors: Information Systems

Attachments: [Agreement 090110](#)
[AUP for city rfp 090110_2](#)
[Dedicated High-Speed Internet Prod Attachment](#)
[Fiber RFP](#)
[High-Speed Internet Prod Attachment](#)
[LD Product Attachment](#)
[Local Service Product Attachment](#)
[MSA 090110](#)
[PRI Product Attachment](#)
[Quote Sheet 072210](#)

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Rennell Woods

Absent: 1 - Ann Williams

Abstain: 1 - Mikel Fears

Enactment No: R-EN-085-2010

10. PUBLIC COMMENTS**11. ADJOURNMENT**

A motion was made by Councilman Chris Moore, seconded by Councilman Rennell Woods, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Ann Williams

_____ Date: _____
Harold Perrin, Mayor

Attest:

_____ Date: _____
Donna Jackson, City Clerk



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:099 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 8/11/2010 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO ENTER INTO A LEASE AGREEMENT WITH THE JONESBORO SCHOOL DISTRICT NO. 1 OF CRAIGHEAD COUNTY, ARKANSAS
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments: [Jonesboro School District Lease Agreement](#)
[Jonesboro School District Lease Agreement - PDF](#)

Date	Ver.	Action By	Action	Result
9/7/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO ENTER INTO A LEASE AGREEMENT WITH THE JONESBORO SCHOOL DISTRICT NO. 1 OF CRAIGHEAD COUNTY, ARKANSAS

Body

WHEREAS, the City of Jonesboro and the Jonesboro School District No. 1 of Craighead County, Arkansas has entered into a lease agreement for the following described property:

The mechanics bay, bathroom, and office located on the west end of the mechanics bay building of the Lessors bus shop property located at 1608 Oakhurst Street, Jonesboro, AR 72401.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro, Arkansas, that the Mayor and City Clerk are hereby authorized and directed to execute the attached lease agreement with the Jonesboro School District No. 1 of Craighead County, Arkansas.

LEASE AGREEMENT

This agreement is made and entered into on this date by and between **Jonesboro School District No. 1 of Craighead County, Arkansas**, (“Lessor”) and the **City of Jonesboro, Arkansas** (“Lessee”). In consideration of the agreements set forth below, Lessor hereby leases to Lessee the following described premises and improvements situated in Craighead County, Arkansas:

The mechanic’s bay, bathroom, and office located on the west end of the mechanic’s bay building of the Lessor’s bus shop property located at 1608 Oakhurst Street, Jonesboro, Arkansas, 72401.

(1) This lease shall commence on August 1, 2010 and extend on a month to month basis. Either party may terminate this lease by giving the other party at least thirty days prior notice in writing. Notice shall be given to the superintendent of Lessor or the mayor of Lessee.

(2) Lessee agrees to pay and Lessor agrees to accept as rental for said premises the sum of One Dollar (\$1.00) per month payable in advance. The receipt of the first month’s payment by Lessee is hereby acknowledged by Lessor. The primary consideration flowing to the parties will be the rendition of a public service to the patrons and taxpayers of both parties occasioned by the use of the property consistent with the current needs and goals of both parties.

(3) The land described in this Lease Agreement is leased to the City of Jonesboro for the purpose of repairing police vehicles. The lease is to terminate when Lessee ceases to use the property for the purpose of repairing police vehicles.

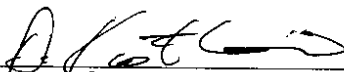
(4) If Lessee ceases to use the property or attempts to use the property for any other purpose, if Lessor shall deem any use of the property inconsistent with Lessor’s educational mission, or if Lessor shall deem the property necessary for the exercise of its educational mission, then Lessor may immediately declare this lease terminated. Lessor shall be governed only by its


own absolute discretion in making any determination under this lease.

(5) Lessee covenants that it will not assign this lease nor sublet any portion of the leased premises without written consent of the Lessor first obtained.

Dated this August 1, 2010.

**Jonesboro Special School District No. 1
of Craighead County, Arkansas**

By 
President, Board of Directors

ATTEST

Secretary, Board of Directors

City of Jonesboro, Arkansas

By _____
Mayor

ATTEST:

City Clerk



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:100 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 8/12/2010 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO ENTER INTO A CONTRACT WITH THE ARKANSAS HIGHWAY AND
TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT
Sponsors: Parks & Recreation, Grants
Indexes:
Code sections:
Attachments: [Rec Trails Grant Contract](#)

Date	Ver.	Action By	Action	Result
9/13/2010	1	Public Services Council Committee		

Title

A RESOLUTION TO ENTER INTO A CONTRACT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT

Body

WHEREAS, the City of Jonesboro Parks and Recreation Department applied for the 2009 Recreational Trails Grant; and

WHEREAS, the City of Jonesboro was awarded \$60,721 to match with city funds for the project; and

WHEREAS, the City of Jonesboro will use the funds (\$75,901) to construct Section V of Phase I of the Jonesboro Greenway; and

WHEREAS, the Recreational Trails Grant is an 80/20 matching grant with the 20% match, in the amount of \$15,180, shall come from appropriated funds in the Federal Fund of the 2010 City of Jonesboro Budget;

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

Section 1: The City of Jonesboro shall enter into a contract with the Arkansas Highway and Transportation Department to construct Section V of Phase I of the Jonesboro Greenway with funds from the Recreational Trail Grant;

Section 2: The Mayor, Harold Perrin and the City Clerk, Donna Jackson shall be authorized to execute all documents necessary to effectuate this agreement.

**ARKANSAS
STATE HIGHWAY
COMMISSION**

CONTRACT

FOR THE IMPLEMENTATION OF

JOB 100706

FEDERAL AID PROJECT NRT – 1302(180)

Turtle Creek Greenway Section V

Jonesboro Parks Department

Craighead County

Bound herein are the Supplemental Specifications, Special Provisions, and Contract Forms.

Applicable to this contract, but not bound herein, are the Arkansas State Highway Commission Standard Specifications for Highway Construction, Edition of 2003.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

STANDARD SPECIFICATIONS APPLICABILITY

The following Sections and Subsections of the Standard Specifications for Highway Construction, Edition of 2003, shall apply to this project:

- Section 101 Definitions and Terms
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to the Public
- Section 108 Prosecution and Progress
- Section 109 Measurement and Payment
- Section 110 Abatement of Water Pollution

No other sections of the Standard Specifications shall apply unless specifically referenced elsewhere in this contract through a Supplemental Specification or Special Provision.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

CONTROL OF WORK

Section 105 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added to **subsection 105.12, Inspection of Work**:

The Jonesboro Parks Department (Sponsor) shall serve as the Engineer's representative for inspection of work on this project. A representative of the Sponsor shall be responsible for and provide inspections as required for this work. All work shall be done to the satisfaction of both the representative of the Sponsor and the Engineer.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

NOTICE OF NONDISCRIMINATION

The Jonesboro Parks Department (Sponsor) will comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

EXTENSION OF CONTRACT TIME

Section 108.06 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added to **subsection 108.06**:

The fixed completion date for this project is November 30, 2011. Costs billed to this project after this date will not be eligible for reimbursement.

The Sponsor can request an extension to the fixed completion date by requesting so in writing to the Engineer a minimum of 30 (thirty) days prior to the fixed completion date.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

MEASUREMENT AND PAYMENT

General

The method of measurement and payment for work under this contract shall be as follows:

The Total Federal Share of the cost of work required for the Turtle Creek Greenway Section V is a Lump Sum amount.

Work on this contract comprises all labor and materials and general requirements, special conditions, and other related items necessary to complete the project as indicated in the Plans and Specifications.

All payments to the Sponsor will be based on the Schedule of Prices.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB 100706

FEDERAL FORM 1273 AND SUPPLEMENTS

Any contract or subcontract entered into between the Jonesboro Parks Department and any contractor for work on the Turtle Creek Greenway Section V or any subcontract entered into between a primary contractor working for the Jonesboro Parks Department and a subcontractor for work on the Turtle Creek Greenway Section V must contain Federal Form 1273 and all appropriate supplements.

Federal Form 1273 and all appropriate supplements will be provided to the Jonesboro Parks Department by the Arkansas State Highway and Transportation Department.

CONTRACT

BETWEEN

THE JONESBORO PARKS DEPARTMENT

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U. S. Department of Transportation
Federal Highway Administration

RELATIVE TO

Implementation of Job 100706, Turtle Creek Greenway Section V (hereinafter called "the project") as a recreational trail development or improvement project.

The Jonesboro Parks Department (hereinafter called "the Sponsor") will construct said project under the conditions set forth in the Agreement of Understanding executed between the Sponsor and the Arkansas State Highway and Transportation Department (hereinafter called "the Department").

The fixed completion date for the project is November 30, 2011..

The total federal share of the cost of this project will be \$60,721. This will be matched by \$15,180 or greater to be provided by the Sponsor. This is a lump sum contract.

Expenses incurred by the Sponsor for the implementation of this project will be reimbursed to the Sponsor by AHTD based on amounts contained in the enclosed Contract Schedule of Prices.

The Sponsor can claim reimbursement upon completion of the project or prior to completion of the project. Two progress reimbursements are allowed, one at 30% of completion and another at 60% of completion. The final 40% of federal funds will be withheld until the project is complete. Each reimbursement will be preceded by a visual verification conducted by the Department.

The Sponsor will be responsible for all day-to-day construction inspection and will be responsible for certifying to the Department that all construction has been accomplished in accordance with the enclosed Plans and Specifications. The Sponsor will maintain all records pertaining to claims, billings, time sheets, materials invoices, and other pertinent records as per

requirements outlined in the Agreement of Understanding, executed between the Sponsor and the Department.

IN WITNESS WHEREOF, the parties thereto have executed this Contract on this _____ day of _____ 20_____.

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

JONESBORO PARKS DEPARTMENT

Dan Flowers
Director of Highways and Transportation

Harold Perrin
Mayor of Jonesboro

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB 100706

CONTRACT SCHEDULE OF PRICES

Turtle Creek Greenway Section V

1,422 linear feet multi-use asphalt trail, 10' wide \$53.38/foot

Total Project Cost \$75,901

TOTAL FEDERAL SHARE \$60,721

PLANS AND SPECIFICATIONS

JOB 100706

Turtle Creek Greenway Section V

Prepared by the Sponsor,

The Jonesboro Parks Department

and Approved by

The Arkansas State Highway and Transportation Department

Due to the volume of the plans and specifications for this project, they are not contained in this document. They are stored in the Job project file in the Planning and Research Division.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:101 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 8/12/2010 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH THE ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT FOR THE 2009 SAFE ROUTES TO SCHOOL GRANT
Sponsors: Engineering, Grants, Parks & Recreation
Indexes:
Code sections:
Attachments: [SRTS Grant Contract](#)

Date	Ver.	Action By	Action	Result
9/13/2010	1	Public Services Council Committee		

Title

A RESOLUTION TO CONTRACT WITH THE ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT FOR THE 2009 SAFE ROUTES TO SCHOOL GRANT

Body

WHEREAS, the Jonesboro Parks and Recreation Department has written the 2009 Safe Routes To School (SRTS) Grant with Jonesboro, Nettleton and Valley View Public Schools, and

WHEREAS, the 2009 SRTS Grant provided only enough funding to construct sidewalks in the Valley View School District; and

WHEREAS, the total federal share of the cost of this project will be \$81,917; and

WHEREAS, the SRTS Grant is a 100% federally funded grant with no match required by the city and currently appropriated in the Federal Fund of the 2010 City of Jonesboro budget;

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

Section 1: The City of Jonesboro shall contract with the Arkansas State Highway and Transportation Department Safe Routes To School Grant for the construction of sidewalks in the Valley View School District;
and

Section 2: The Mayor, Harold Perrin and the City Clerk, Donna Jackson are hereby authorized to execute all documents to effectuate this agreement.

**AGREEMENT OF UNDERSTANDING
FOR AN INFRASTRUCTURE PROJECT
BETWEEN**

CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U. S. Department of Transportation
Federal Highway Administration

RELATIVE TO

Implementation of Job 100734, Jonesboro SRTS I 2010 (hereinafter called the "Project") as an Arkansas Safe Routes To School (SRTS) Program project.

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users provides 100% Federal-aid funds for certain approved Arkansas SRTS; and

WHEREAS, the City of Jonesboro (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

WHEREAS, it is understood that the Sponsor and the Arkansas State Highway and Transportation Department (hereinafter called the "Department") will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Before acquiring additional property, submit a letter to the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the Sponsor will assume or (2) requests that the Department handle some or all of these services. Acquisition of property must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"). **NOTE: Failure to notify the Department prior to initiating this phase of work may result in all project expenditures being declared non-participating in federal funds.**
2. If no acquisition is required, provide a copy of the registered deed or an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the project as shown in Attachment B.
3. Be responsible for all engineering costs associated with any changes to the project if the Sponsor fails to acquire the right-of-way or secure easements required for the project under the original scope.
4. After the Department authorizes the Sponsor to advertise the project, advertise for bids in accordance with Federal procedures as shown in Attachment C.
5. After bids are opened and reviewed, submit a certification letter (Attachment D), including all items noted, to the Department and request concurrence in award of the contract. **Any costs incurred by the Sponsor prior to receiving the Department's concurrence in award are not eligible for reimbursement.**
6. Submit change orders to the contract to the Department for review and approval prior to execution.
7. The purchase of essential replacement parts during construction is bound by the following conditions;
 - 1) The extra parts shall only be used in the locations approved under the original SRTS project.
 - 2) The cost of the extra parts should be kept to a minimum.
8. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department.
9. Upon completion of the project, provide proof of expenditures to the Department for reimbursement.

10. Be responsible for the inspection, measurement, documentation, certification of all work in accordance with the plans and specifications for the Project and to retain and maintain for three years after completion all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. Such records shall be retained in accordance with the requirements of 49 CFR, Subtitle A, Part 18, Subpart C, Section 18.42 - Retention and access requirements for records. (See Attachment E). The Contractor and subcontractor(s) shall be monitored for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
11. Be responsible for satisfactory maintenance (including reasonable snow removal efforts from sidewalks and other pedestrian facilities) and for the repair or replacement of any damaged infrastructure. Also be responsible for the proper operation of all improvements and for adopting regulations, ordinances and procedures as necessary to ensure this. Failure to adequately maintain, replace and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in withholding future Federal-aid.
12. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials.
13. Retain total, direct control over the project throughout the life of the improvements and not, without prior approval from the Department:
 - sell, transfer, or otherwise abandon any portion of the project;
 - change the intended use of the project as stated in the approved project application;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of the project due to the project's obsolescence.
14. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.
15. Be responsible for 100% of all project costs incurred, including but not limited to design costs, should the project not be completed as specified.
16. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.

- 17 Repay to the Department all Federal funds if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be transferred by the Director of the Department of Finance and Administration from any of the Sponsor's funds should the Sponsor fail to pay the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.
18. Conduct surveys of affected students to determine modes of school transportation and potential barriers to walking and bicycling. The survey devices will include a one-week classroom oriented session run by school faculty and a take-home survey to be completed with a child's parent. Completed surveys will be turned in to the Department for tabulation. Both surveys will be provided by the Department.
19. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions for the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor, shall take no action to compromise the immunity from civil suits afforded the State for Arkansas, the State Highway Commission, Arkansas Code §19-10-305, and the 11th Amendment of the Constitution of the United States. This obligation of indemnification shall survive the termination or expiration of this Agreement.
20. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
- 21 Comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Sponsor is appropriate, the Sponsor agrees to comply with any additional instructions provided by the Department to the Sponsor regarding such audit.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds.
2. Provide environmental documentation for the project.
3. Provide plans and specifications and bidding documentation for the project.
4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Authorize the Sponsor to proceed with advertisement of the project for construction bids.
6. Review bid tabulations and concur in award of the construction contract for the project.
7. Review and approve any necessary change orders for project/program eligibility.
8. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
9. Reimburse the Sponsor for all eligible construction costs.
10. Provide Sponsors with school transportation surveys to be conducted by the Sponsor and tabulate results of the surveys.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION
DEPARTMENT

City of Jonesboro

Dan Flowers
Director of Highways and Transportation

Printed Name and Title

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this
_____ day of _____ 20_____.

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

SAMPLE LETTER FROM CITY SPONSORS

CITY LETTERHEAD

DATE , 20XX

Ms. Kimberly Sanders
Safe Routes to School Coordinator
Arkansas State Highway & Transportation Department
P. O. Box 2261
Little Rock, AR 72203-2261

Job 0XXXXXX
SRSI-XXXX(XX)
PROJECT NAME
LOCATION
XXXXXX County

Dear Ms. Sanders:

It is my understanding that the City of Anytown is 100% responsible for the costs of securing any needed right of way and any utility relocation in connection with the above subject job.

This projects consists of the construction of a Trail, Sidewalks and Flashing Beacons along Mitten Avenue and Anytown School District # 7 property in the City of Anytown.

Title to the property necessary for the construction of the project is already in public ownership. No additional right-of-way is needed.

Additionally, I certify that there are no existing conflicting utilities and arrangements have been made to resolve any unforeseen conflicts with utilities.

We are ready to proceed with this project. Please contact my office if you have questions or comments.

Sincerely

Jane Brown, City Manager
City of Anytown

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas State Highway and Transportation Department, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:

“The [Sponsor’s name goes here] hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is not permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Frank Vozel
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job 0«State_Job_Number»
«Project_Name»
«County» County

Dear Mr. Vozel:

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Enclosed are one set of bid tabulations for the referenced project.

Your concurrence in the award of this contract to CONTRACTOR is requested.

Sincerely,

Sponsor's CEO

Sponsor's Attorney

Enclosures

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE
AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--*(1) *General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report

income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--*(1) *Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:106 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/26/2010 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT AN EASEMENT FOR FACILITIES (UTILITY EASEMENT) TO RITTER COMMUNICATIONS

Sponsors: Engineering

Indexes:

Code sections:

Attachments: [Ritter Easement](#)
[Herndon Add](#)

Date	Ver.	Action By	Action	Result
9/7/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT AN EASEMENT FOR FACILITIES (UTILITY EASEMENT) TO RITTER COMMUNICATIONS

Body

WHEREAS, the City of Jonesboro, Arkansas desires to grant an Easement for Facilities (Utility Easement) to Ritter Communications to construct, reconstruct, install, modify, supplement, maintain, repair, replace, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used, together with the right to have commercial electrical service extended in, under, over, upon and across a strip of land situated in the City of Jonesboro, Craighead County, State of Arkansas, described as follows:

A 10 X 10 TRACT IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 4 EAST, ALSO BEING A PART OF LOT 4 OF HERNDON ADDITION, PLAT RECORDED IN BOOK 123, PAGE 153 & DEED RECORDED IN BOOK 827, PAGE 351, IN THE OFFICE OF THE CIRCUIT CLERK, CRAIGHEAD COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 FEET PARALLEL TO THE EAST LINE OF LOT 4; THENCE WEST 10 FEET PARALLEL TO THE NORTH LINE OF LOT 4; THENCE NORTH 10 FEET PARALLEL TO THE EAST LINE OF LOT 4; THENCE EAST 10 FEET ALONG THE NORTH LINE OF LOT 4, ALSO BEING THE SOUTH RIGHT-OF-WAY OF ARKANSAS HWY 18 (HIGHLAND DRIVE), TO THE POINT OF BEGINNING.

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 by the City Council for the City of Jonesboro, Arkansas to grant an Easement for Facilities (Utility Easement) described above to Ritter Communications.



PON 2-7

EASEMENT FOR FACILITIES

THIS EASEMENT, entered into by **CITY OF JONESBORO, ARKANSAS**, the undersigned, 515 W. Washington Jonesboro, AR 72401, hereinafter referred to as GRANTOR, and **RITTER COMMUNICATIONS**, 2109 Fowler Avenue, Jonesboro, AR 72401, hereinafter referred to as GRANTEE, wherein GRANTOR, in consideration of the sum of One and 00/100 Dollars (\$1.00), and/or other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates, its and their respective successors, assigns and licensees, a permanent easement to construct, reconstruct, install, modify, supplement, maintain, repair, replace, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to conduit, ducts and handholes, equipment, cables, wires, fiber optic cables, marker posts and signs, and other related or useful, improvements and facilities, together with the right to have commercial electrical service extended in, under, over, upon and across a strip of land situated in the City of Jonesboro, Craighead County, State of Arkansas and which is part of GRANTOR'S land described as follows:

A 10' X 10' TRACT IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 4 EAST, ALSO BEING A PART OF LOT 4 OF HERNDON ADDITION, PLAT RECORDED IN BOOK 123, PAGE 153 & DEED RECORDED IN BOOK 827, PAGE 351, IN THE OFFICE OF THE CIRCUIT CLERK, CRAIGHEAD COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 FEET PARALLEL TO THE EAST LINE OF LOT 4; THENCE WEST 10 FEET PARALLEL TO THE NORTH LINE OF LOT 4; THENCE NORTH 10 FEET PARALLEL TO THE EAST LINE OF LOT 4; THENCE EAST 10 FEET ALONG THE NORTH LINE OF LOT 4, ALSO BEING THE SOUTH RIGHT-OF-WAY OF ARKANSAS HWY 18 (HIGHLAND DRIVE), TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto GRANTEE, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantor's property; (2) the right to place on or below the surface of the easement handholes, cable, conduit, connector terminals, testing terminals, route marker, etc.(3) in the event that this easement would interfere with any future Grantor projects, Grantee would agree to move, at Grantees expense, the existing equipment to another location on the same parcel of ground.

GRANTEE, its successors, assigns and licensees shall promptly repair and restore the property following construction and maintenance work. Further, GRANTOR reserves the right to use and enjoy its interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, installation, repair, operation, maintenance and removal of said facilities.

Signed and executed this _____ day of _____ **2010** A.D

CORPORATION ACKNOWLEDGEMENT

STATE OF _____

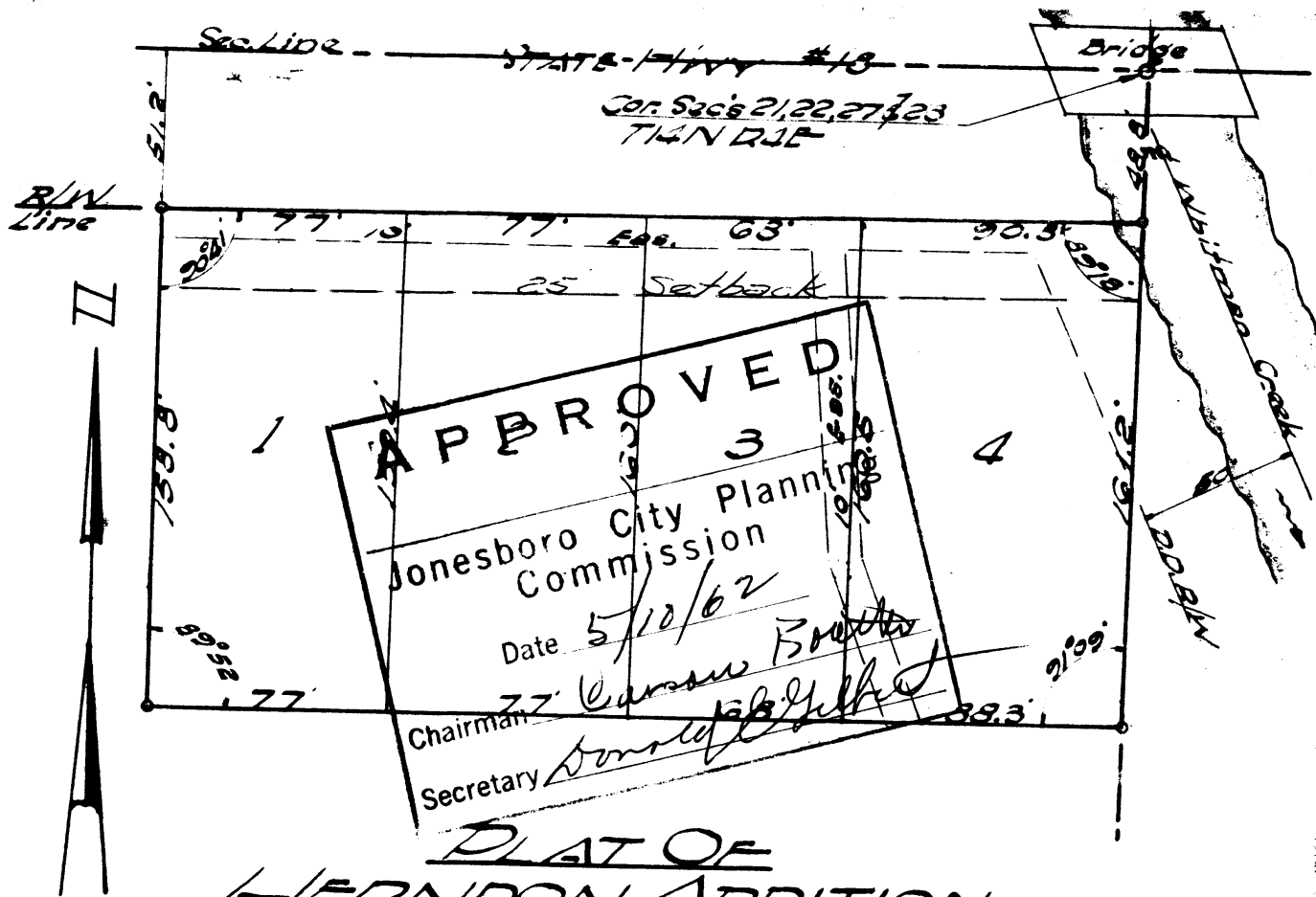
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____, known to me to be the person whose name is subscribed to the foregoing instrument and who, upon being duly sworn, did state and acknowledge that he/she is _____ of _____, a corporation organized under the laws of the State of _____, and that he/she executed the foregoing instrument in the capacity stated under authority of its Board of Directors, therein expressed as the free and voluntary act and deed of the corporation.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public
My Commission Expires



PLAT OF
HERNDON ADDITION
JONESBORO, ARK.
 Scale 1" = 50'
 Surveyed 5-8-62 by
FRED HAYWOOD & ASSOC.

CERTIFICATE OF SURVEY

This is to certify that Fred Haywood & Associate, Reg. Prof. Civil Engineer, have surveyed the following described property:
 Begin at the corner of sections 21, 22, 27 & 28, T14N R4E thence South on the section line 48.8' to the point of beginning proper, which is the south right of way line of State Highway #18; thence continue South on the aforesaid line 161.2'; thence West parallel to the section line 310.3'; thence North 158.8' to the south right of way line of State Highway #18; thence East along aforesaid right of way line 312.8' to the point of beginning proper. The above described tract being a part of the NE 1/4 of the NE 1/4 of Sec. 28 T14N R4E Jonesboro, Arkansas.

Fred Haywood & Assoc.
 By *[Signature]*

Filed for record this 11th day of May 1962 at 10:25 a.m.

Searcy Taylor, Clerk
By Alice Taylor D.C.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:111 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR CITY YOUTH MINISTRIES SUMMER/MENTORING

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 City Youth1](#)
[2010 City Youth1 - PDF version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 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 2010 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 for the Program Year. 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
- 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:

- Will provide initial benchmark assessment indicating current grade level performances with a final assessment stating measured increased performance; parents will receive assessments as well.
- 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>
<ul style="list-style-type: none"> • After School Tutoring • Youth Life Skills Development • Mentoring • Family Strengthening 	80-110

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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during

which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

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

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.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	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

VI. SPECIAL CONDITIONS
NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

Affirmative Action employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

the performance of this Agreement.

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

d. Lobbying Certification

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the

National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



Legislation Details (With Text)

File #: RES-10:112 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR THE FOUNDATION OF ARTS - EDUCATION ENRICHMENT

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 Foundation of Arts](#)
[2010 Foundation of Arts - PDF Version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following Sub-recipient to carry out a stated portion of the programs described in its Annual Action Plan; Foundation of Arts \$20,000 - Education enrichment

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
Foundation of Arts
Education Enrichment

City of Jonesboro 2010 CDBG AGREEMENT Foundation of Arts

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

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

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. 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:

- Participants become skilled in areas of fine arts, improve self esteem, self image, and self expression
- Gain a greater appreciation and demonstration of appropriate social skills
- Enhance physical strength and coordination
- Decrease disciplinary infractions at school and in public settings
- Build non-verbal communication skills
- Improve standardized test scores
- Combat learning disabilities
- Encourage pursuing higher education
- Improve fine and gross motor skill development
- Encourage and develop teamwork
- Enhance life skills

Activities

- Artist instruction in art, dance, and drama
- Performance opportunities
- Administration of programs

Outcome Measurement:

- Written Evaluations
- Documented visible demonstrations of work/skills learned
- Attendance record
- Awards and recognition from within and outside the program
- School report cards for improved grades, conduct, and attendance
- 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>
Instruction	200

D. Staffing

The following staff will be actively participating in program delivery:
Instructors, Education Director, Executive 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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	\$17,900.00
Supplies/Printing Costs	<u>\$ 2,100.00</u>
TOTAL	\$20,000.00

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.

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

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Foundation of Arts
Dept. of Community Development	Sherri Beatty
519 W. Washington, P.O. Box 1845	115 E. Monroe, P.O. Box 310
Jonesboro, AR 72401	Jonesboro, AR 72403
Office (870) 933-4635	Office (870) 935-2726
Fax (870) 933-4626	Fax (870) 933-9505

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with

the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

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

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

low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures

with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:113 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR JONESBORO URBAN RENEWAL HOUSING AUTHORITY - HOUSING COUNSELING

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 JURHA Housing](#)
[2010 JURHA Housing - PDF Version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 and by unanimous vote the Citys 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 \$15,000 - 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
\$15,000.00
Jonesboro Urban Renewal Housing Authority
Housing Counseling

City of Jonesboro 2010 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 for the Program Year. 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:

- Receive 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)

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 65 Households

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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	\$12,633
Equipment Costs	\$ 2,367
TOTAL	\$15,000

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$15,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

matter called for in this Agreement.

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as

provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

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

2. Retention

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

3. Client Data

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not

acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



Legislation Details (With Text)

File #: RES-10:114 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR JONESBORO URBAN RENEWAL HOUSING AUTHORITY - SUBSISTENCE

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 JURHA Subsistence](#)
[2010 JURHA Subsistence - PDF Version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 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 2010 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 for the Program Year. 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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Subsistence – Utility Assistance	<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.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all

claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules,

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be maintained

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

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued 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.

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:115 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR MID-SOUTH HEALTH - SUBSISTENCE

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 Mid South Subsistence1](#)
[2010 Mid South Subsistence1 - PDF Version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 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 2010 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 for the Program Year. 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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Program Delivery/Supplies	<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.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

Mid South Health Systems, Inc.
Bonnie White, Executive Director
2707 Browns Lane
Jonesboro, AR 72401
Office (870) 972-4000
Fax (870) 972-4968

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

matter called for in this Agreement.

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as

provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

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

2. Retention

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

3. Client Data

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not

acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



Legislation Details (With Text)

File #: RES-10:116 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 8/31/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACT FOR MID-SOUTH HEALTH - EMPLOYMENT TRAINING/ASSISTANCE

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [2010 Mid South- Employment 1](#)
[2010 Mid South- Employment 1 - PDF Version](#)

Date	Ver.	Action By	Action	Result
8/31/2010	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2010 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-09:183 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 2010 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 for the Program Year. 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. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. 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.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

Mid South Health Systems, Inc.
Bonnie White, Executive Director
2707 Browns Lane
Jonesboro, AR 72401
Office (870) 972-4000
Fax (870) 972-4968

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

- 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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are

included on a Federal, state, or local historic property list.

XI. SEVERABILITY

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

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

City of Jonesboro

Harold Perin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-10:071 **Version:** 1 **Name:**

Type: Ordinance **Status:** First Reading

File created: 8/23/2010 **In control:** Public Works Council Committee

On agenda: 9/7/2010 **Final action:**

Title: AN ORDINANCE TO AMEND ORDINANCE NO. 10:029 AND SECTION 117-32 OF CHAPTER 117 OF THE JONESBORO CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS FOR THE PURPOSE OF CLARIFICATION ON THE PERMIT DRAWING REQUIREMENTS AS IT RELATES TO MULTI-FAMILY AND COMMERCIAL APPLICATIONS

Sponsors: Planning, Inspections

Indexes:

Code sections:

Attachments: [Memo of Intent Building Permit Submission Requirements](#)

Date	Ver.	Action By	Action	Result
9/7/2010	1	Public Works Council Committee		

Title

AN ORDINANCE TO AMEND ORDINANCE NO. 10:029 AND SECTION 117-32 OF CHAPTER 117 OF THE JONESBORO CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS FOR THE PURPOSE OF CLARIFICATION ON THE PERMIT DRAWING REQUIREMENTS AS IT RELATES TO MULTI-FAMILY AND COMMERCIAL APPLICATIONS

Body

WHEREAS, currently Chapter 117, Section 117-32 (c), the Zoning Ordinance specifies: Multi-family development plans of five (5) or more units and all commercial developments shall be sealed by an architect licensed in the State of Arkansas.

WHEREAS, The City of Jonesboro desires to encourage orderly development and provide clarity in the permit submittal requirements and assure that City standards comply with the State of Arkansas architectural licensing requirements for residential and commercial construction as well as the International Existing Building Code (IEBC), and

WHEREAS, The Metropolitan Area Planning Commission (MAPC) held a public hearing on April 13, 2010 and voted unanimously to recommend approval of this text amendment to City Council.

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

SECTION ONE: That Chapter 117, Section 117-32 (c) (formerly known as Section 14.44.02 *Zoning and Building Permits*, and *ORDINANCE 10:029*) of the Jonesboro Code of Ordinances is hereby amended as follows:

Section (c): Multi-family development plans having three (3) or more units and all commercial developments with project costs exceeding \$100,000 shall be sealed by an architect licensed in the State of Arkansas. The Chief Building Code Official is authorized to require all applicable architect and engineer stamps when deemed necessary for safety per the Submittal of Documents Section of the 2007 Arkansas Fire Prevention Code (AFPC).

Section (c.1): All Group A (Assemblies), E (Educational), and I (Institutional) occupancies, (except Group A occupancies with an occupant load less than or equal to 50) shall have the official seal of a registered **architect design professional** affixed ~~to the Submittal Documents.~~

Section (c.2): All buildings and structures three (3) or more stories in height, and all buildings and structures 5,000 square feet (464.5 m²) or more in area shall have the official seal of a registered **architect design professional.** ~~affixed to the Submittal Documents.~~

SECTION TWO: This ordinance, being necessary for the preservation of the public peace, health and safety, is hereby declared to be an emergency and this ordinance shall take effect and be in full force from and after its passage and approval.



Memo

To: City Council/Public Works Committee
From: Otis T. Spriggs, Planning Dept./ Terry Adams, Building Inspections
CC.: Phillip Crego, City Attorney; Mayor Harold Perrin
Date: August 24, 2010
Re.: **Text Amendment**

AN ORDINANCE TO AMEND ORDINANCE NO. 10:029 AND SECTION 117-32 OF CHAPTER 117 OF THE JONESBORO CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS FOR THE PURPOSE OF CLARIFICATION ON THE PERMIT DRAWING REQUIREMENTS AS IT RELATES TO MULTI-FAMILY AND COMMERCIAL APPLICATIONS

Section 117-32, Zoning and Building Permits, of the Code of Ordinances was recently amended and adopted by Council on 5/18/2010 under Ordinance 10:029. For the sake of clarification and to remain in compliance with state licensing board policies, Staff is requesting this necessary and minor text update to the Jonesboro Code of Ordinances. This in no way makes any code regulation more restrictive, in fact it allows for applicants to save on additional costs of hiring multiple design professionals on smaller projects.

An Emergency Clause has been added within the Ordinance for reasons that this will allow our code change to take immediate effect once adopted, and also will bring us into compliance with all state building code and board licensing requirements for document submittal. If you have any questions, please direct them to the undersigned or Terry Adams, Chief Building Inspector.

Thank you.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-10:077 **Version:** 1 **Name:**
Type: Ordinance **Status:** First Reading
File created: 9/15/2010 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO CR-1 LUO FOR PROPERTY LOCATED AT 401 EAST OAK AS REQUESTED BY GLEN AND NANCY MORING
Sponsors:
Indexes:
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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title
AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

body
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM R-2, Medium Density Residential, TO CR-1 - LUO, Commercial/Residential, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

The West 120 feet of Lot 2 of Stonefield-Berger Addition to the City of Jonesboro, Arkansas as recorded in Book 43, Page 105 at Jonesboro, Arkansas.

SECTION 2:

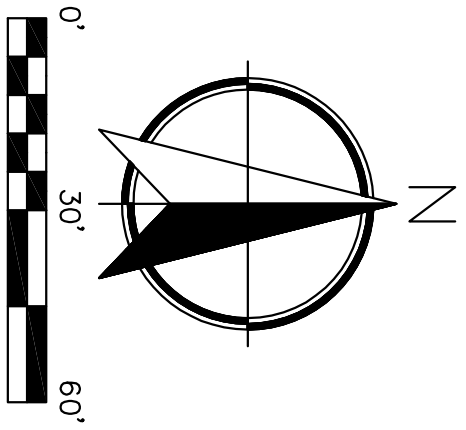
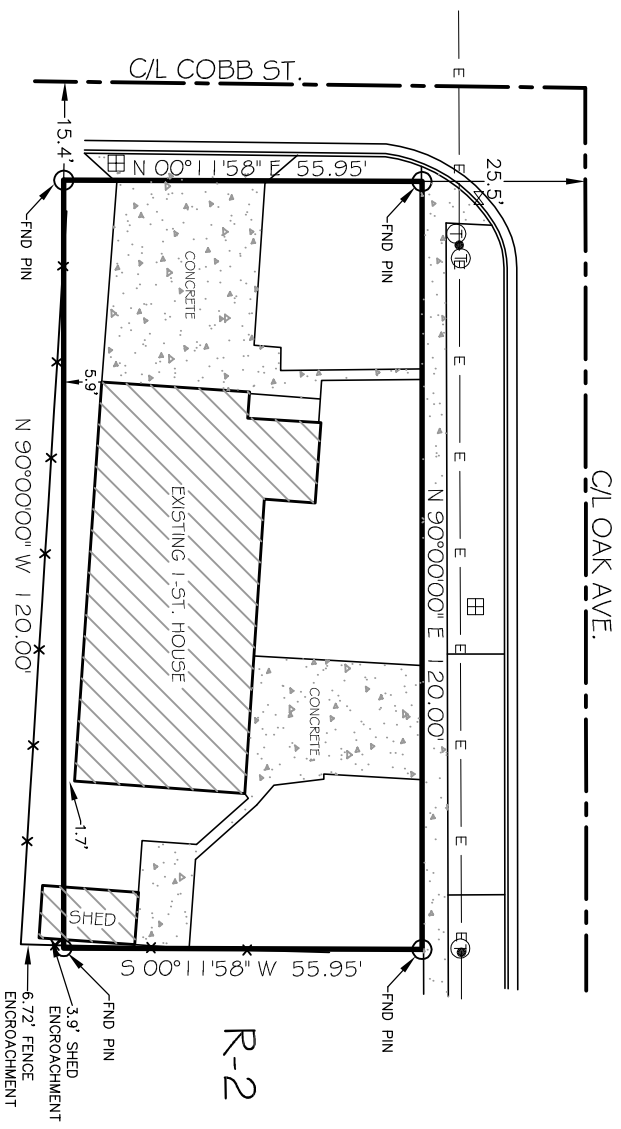
THE FOLLOWING STIPULATIONS WERE PLACED UPON THIS REZONING AS REQUESTED BY THE METROPOLITAN AREA PLANNING COMMISSION:

- A) That the structure shall remain residential in character and any future additional or redevelopment of the site be subject to MAPC approval, and
- B) That the lighting photometric levels shall remain at a level of no spill-off towards abutting residential properties.

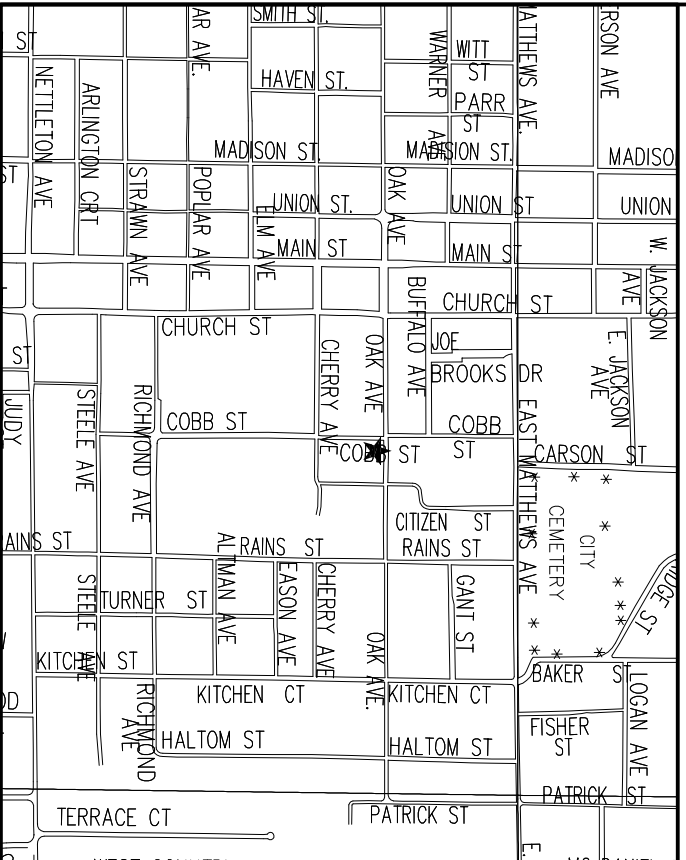
C-1

R-2

R-2



EXISTING R-2 ZONING
REQUESTED CR-1 L.U.O. ZONING



NOTES:

- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
- 2) THIS SURVEY WAS COMPLETED USING A NIKON 'A' SERIES AND HAS A CLOSURE PRECISION OF 1' IN 100,000, AND AN ANGULAR ERROR OF 0000'00" PER ANGLE, AND WAS NOT ADJUSTED.
- 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000.
- 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
- 5) ALL PINS SET ARE 1/2 REBAR, UNLESS NOTED OTHERWISE.
- 6) OWNER: GLEN MORING
- 7) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0131 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.

LEGAL DESCRIPTION: (as furnished)

The West 120 feet of Lot 2 of Stonefield-Berger Addition to the City of Jonesboro, Arkansas, as recorded in Book 43 page 105 at Jonesboro, 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 Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

OWNER'S CERTIFICATION:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

ENGINEERS	PLANNERS	SURVEYORS	
203 Southwatt Dr.-Jonesboro, AR-(670)932-7800-www.civilogic.net RENOVING PLAT 401 E. OAK AVENUE PT. LOT 2, STONEFIELD-BERGER ADDN. FOR GLEN MORING JONESBORO, ARKANSAS			
Date	Scale	Job No.	Sheet No.
08-25-10	1" = 30'	110105	1 of 1
Section	Township	Range	County
19	14N	04E	CRAIGHEAD
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES © 2010, Civilogic Drawn By: RE Checked by: GH			

City of Jonesboro City Council
Staff Report – RZ 10-15: 401 E. Oak – Moring Rezoning
Huntington Building - 900 W. Monroe
For Consideration by the Council on September 21, 2010

REQUEST: A recommendation by MAPC to rezone property containing 0.15 acres more or less.

PURPOSE: To rezone a tract of land from R-2 Low Density Multi-Family to CR-1 Commercial/Residence District

**APPLICANT/
OWNER:** Glen & Nancy Moring, 5201 Prospect Rd., Jonesboro, AR

LOCATION: 401 E. Oak (Formerly known as 1002 Cobb St.); (Southeast corner of Cobb & Oak Street, Jonesboro, AR)

**SITE
DESCRIPTION:** Tract Size: 0.15 Acres (6,714 sq. ft.)
Frontage: 120 ft. on Oak St.; 55.95 ft. on Cobb St.
Topography: Predominately level
Existing Development: Existing Single Family used as Appraisal Business

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
	North: R-2	St. Bernard Employee Parking Lot
	South: R-2	Rental
	East: R-2	Rental
	West: R-2	Rental

HISTORY: Property was purchased in August, 2006, refurbished and the current business which evolved from a home office use in a couple of rooms then expanded to the entire home.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed development and offers the following findings.

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 High Density Single Family Residential District Area.

This planning area has been highlighted as high density housing and related compatible uses. Typically detached dwellings but includes attached living with scale and massing appropriate to protect the character of the surrounding neighborhood and site constraints and higher density consistent with adopted zoning.

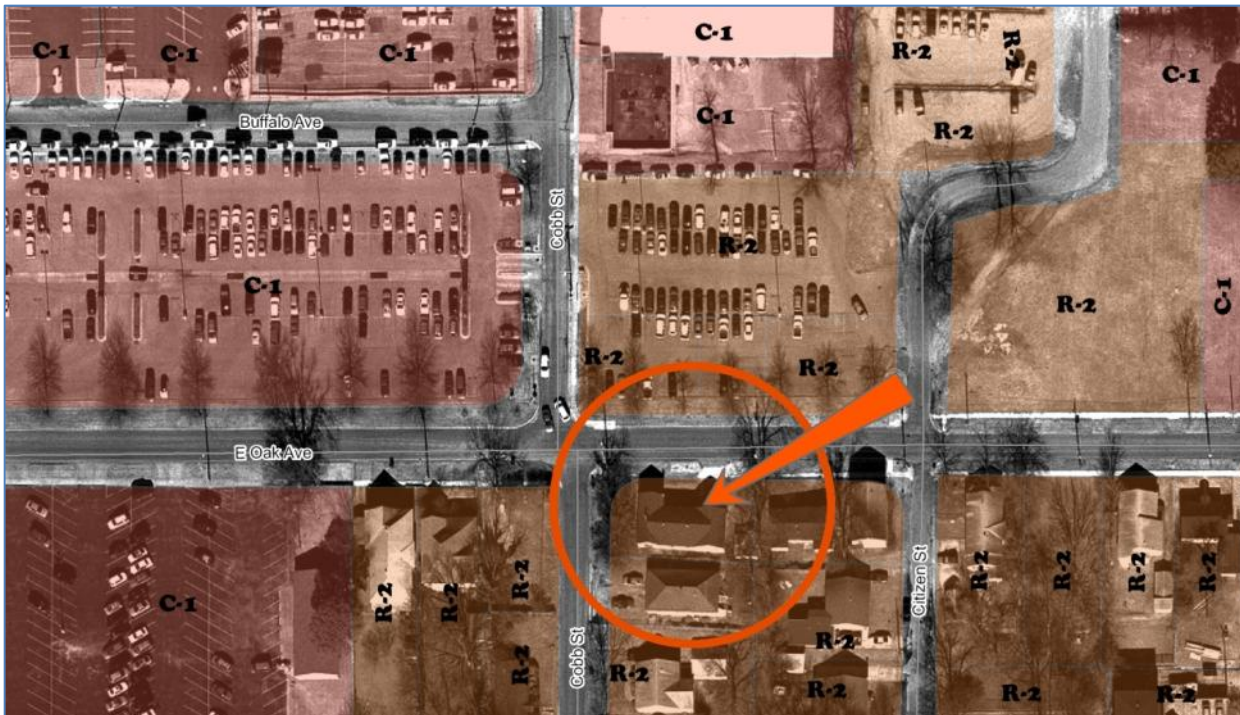
Master Street Plan Review:

The proposed site is located along two local roads on the most current Jonesboro Master Street Plan. The rezoning plat shows the right of ways along Oak St. and Cobb St. less than 30 ft. from center of street.

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.



Aerial Map/ Vicinity Map

Findings:

The applicant has requested a CR-1 Rezoning for the said property to establish a permitted appraisal office. The 1,754 sq. ft. home was purchased in August, 2006, refurbished and the current business evolved from a home office use within a couple of rooms, then expanded to the entire home. The owners have no intentions on doing any additional alterations to the structure.

The proposed use has no high volume customer base visiting the site; therefore no adverse impact on the traffic flow in the area should result. Lighting levels should be kept at a minimum spill-off to the abutting residential uses. Staff and the Planning Commission agree that the use change should be CR-1 L.U.O., Neighborhood Office, and that any future additions or redevelopment of the site shall be subject to MAPC approval at that time.

MAPC Record of Proceedings: Public Hearing Held On September 14, 2010:

Applicant:

Mr. & Mrs. Nancy and Glen Moring appeared before the Commission stating that they have a real estate appraisal business. She and her son along with one assistant will be located at the site. Mr. Moring noted that they would like to request a rezoning and use the house for an office to do appraisals. Mrs. Moring stated that she does most of her work out in the field and does not have a lot of traffic in the area. There is a parking area across the street that belongs to St. Bernards.

Staff:

Mr. Spriggs summarize the Staff findings and noted that after reviewing the request for a change to CR-1, he feels that the MAPC should modify the petition to a CR-1 Limited Use Overlay (LUO) to allow for minimal restrictions. He has not spoken to the applicant, but if the applicant agrees, conditions should be placed on the recommendation that (1) the structure shall remain residential in character and any future additions or redevelopment of the site be subject to MAPC approval; and (2) that the lighting photometric levels shall remain at a level of no spill-off towards abutting residential properties.

Mr. & Mrs. Moring concurred with the modification.

Public Input: *No Opposition appeared before the Commission.*

Commission:

Motion was made by Mr. Joe Tomlinson to approve the case with the stipulations or recommendations by Staff, recommending approval to City Council from R-2- Low Density Multi-Family to CR-1- L.U.O. Neighborhood Office Use. Motion was seconded by Ms. Margaret Norris.

Action: 8 – 0 Vote Approval: Mr. Hoelscher- Aye; Mr. Dover-Aye; Mr. White – Aye; Mr. Kelton- Aye; Ms. Norris-Aye; Mr. Tomlinson- Aye; Mr. Scurlock- Aye; and Mr. Roberts- Aye.

Conclusion

The Planning Staff and MAPC have reviewed the request and all issues regarding impacts on the surrounding area have been considered. MAPC unanimously recommends approval to City Council with a change from R-2 Low Density Multi-family Residential to CR-1, L.U.O. Neighborhood Office Use with the following stipulations:

STIPULATIONS:

1. That the structure shall remain residential in character and any future additions or redevelopment of the site be subject to MAPC approval; and (2) that the lighting photometric levels shall remain at a level of no spill-off towards abutting residential properties.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning Director
Planning & Zoning Department

Site Photographs



View looking at the subject property (Oak St. view)



View looking southeast of subject property.



View looking east along subject site street frontage.



View looking west along Oak Street.



View looking south along Cobb St. of property frontage.



View looking north of subject property (Cobb St.).



View looking north of St. Bernard's parking lot.



View looking east of subject property.



View of subject property.



View of abutting property on Cobb St.



View of subject property (Cobb St.)



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-10:072 **Version:** 1 **Name:**
Type: Ordinance **Status:** Second Reading
File created: 8/25/2010 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND TITLE 14, OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 5205 EAST JOHNSON AVENUE AS REQUESTED BY BORDER PROPERTIES

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
9/7/2010	1	City Council		

title
AN ORDINANCE TO AMEND TITLE 14, 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 title 14 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 R-1 (Single Family Medium Density) to C-4 LUO (Neighborhood Commercial Limited Use Overlay District), that land described as follows:

Tract 1: Lot 29 of Wheeler Heights Subdivision, Jonesboro, Arkansas as shown by Plat in Plat Cabinet "A" Page 57 in the Office of Circuit Clerk and Ex-Officio Recorder, Craighead County, Arkansas.

Tract 2: A Part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 14 North, Range 4 East, Craighead County, Arkansas and being more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 11; thence North 0° 00' 00" East 867.91 feet; thence South 87° 38' 11" West 114.57 feet; thence North 0° 00' 00" East 61.34 feet; thence South 87° 20' 11" West 276.33 feet to the point of beginning proper; thence continue South 87° 20' 11" West 311.62 feet; thence North 0° 20' 23" West 319.67 feet; thence North 87° 51' 43" East 313.28 feet; thence South 0° 01' 18" West 316.87 feet to the point of beginning proper, containing 2.28 acres more or less.

Subject to the following stipulations:

1. Permitted use of said property shall be limited to include only the following:

- | | |
|-------------------------------|---|
| Animal Care, Limited | Government Service |
| Automated Teller Machine | Medical Service/Office |
| Bank or Financial Institution | Office, General |
| Post Office | Church |
| Restaurant, Fast Food | Convenience Store (Prohibited on Tract 1) |
| Restaurant, General | Day Care, Limited (Family Home) |
| Retail, Service | Day Care, General |
| Safety Services | Funeral Home |
| Utility, Minor | |

2. That all site plans be approved by the Metropolitan Area Planning Commission ("MAPC") with access easement management included on individual site plans with cross access easements. No new work shall commence prior to Final Site Plan review and approval by the MAPC.

3. A lighting plan and landscaping plan shall be submitted to the MAPC, including a 20 ft. landscape buffer, including privacy fencing where the site abuts existing residential uses.

4. That the proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.

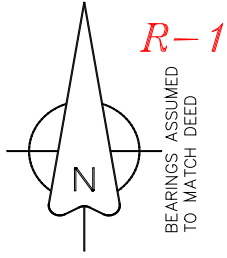
5. That prior to any issuance of Certificate of Occupancy of new uses, all requirements stipulated by all City, state and local agencies shall be satisfied.

6. That carwash use shall be prohibited as to both Tracts 1 and 2 and that no convenience store shall be

developed on Tract 1 (existing Lot 29).

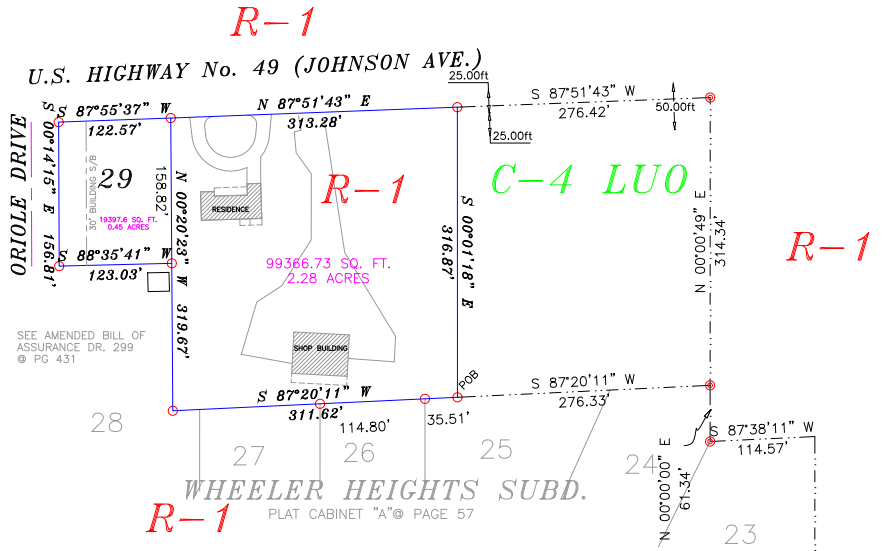
7. That a setback of 100 ft. be provided between residential, if convenience store is developed on Tract 2; buffering will be consistent if the property is ever subdivided.

SECTION 2: It is found and declared by the City Council that proper use of the tract of land described in the Ordinance is delayed because of improper zoning and that, therefore, an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.

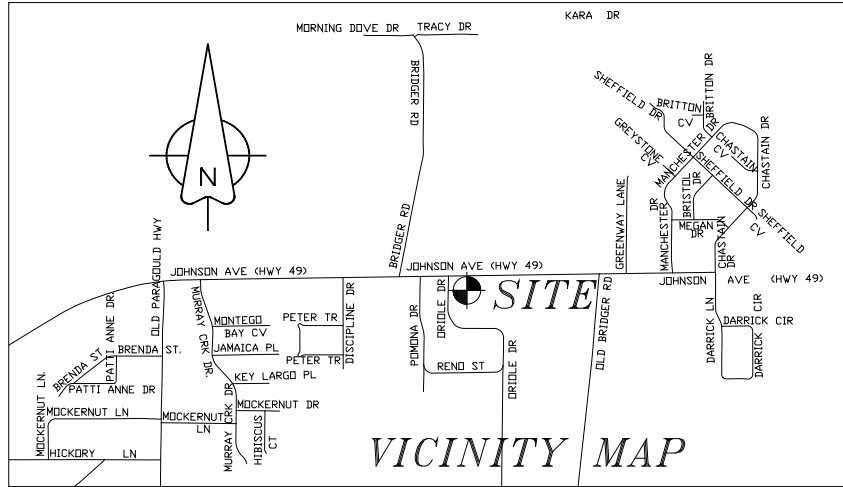


LEGEND

- These standard symbols will be found in the drawing.
- FOUND CORNER AS NOTED
 - SET 1/2" REBAR W/ CAP
 - ⊕ FD COTTON PICKER SPINDLE
 - ▲ HIGHWAY RIGHT OF WAY MARKER
 - ⊙ FOUND REBAR
 - △ CALCULATED CORNER
 - FENCE LINE
 - E-E- ELECTRIC
 - SET PK NAIL
 - ⊕ POWER POLE



R-1



DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 11; thence North 00°00'00" East 867.91 feet; thence South 87°38'11" West 114.57 feet; thence North 0°00'00" East 61.34 feet; thence South 87°20'11" West 276.33 feet to the point of beginning proper; thence continue South 87°20'11" West 311.62 feet; thence North 0°20'23" West 319.67 feet; thence North 87°51'43" East 313.28 feet; thence South 0°01'18" West 316.87 feet to the point of beginning proper, containing 2.28 acres more or less and being subject to all public and private roads and easements.

And

Lot 29 of Wheeler Heights Subdivision, Jonesboro, Arkansas as shown by plat in Plat Cabinet "A" at page 57 in the Office of Circuit Clerk and Ex-Officio recorder, Craighead County, Arkansas, and being subject additional Highway right of way along the North line.

OWNER CERTIFICATION:

WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

CONTAINING IN ALL 2.73 ACRES MORE OR LESS

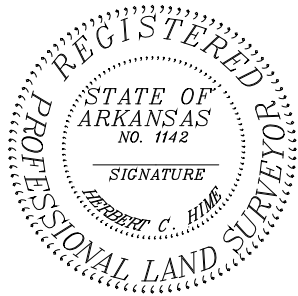
SE CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, T14N, R4E

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND AND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES

PMB #283, 2704 SO. CULBERHOUSE STE "L" JONESBORO, ARKANSAS



H&S Hime Professional Surveying Services
 PMB #283
 2704 SO. CULBERHOUSE STE "L"
 JONESBORO, ARKANSAS 72401

PHONE: 870 972 1288
 FAX: 870 972 1011
 E-MAIL: hshime_butch@yahoo.com

REZONING PLAT

drawn by: HH	<i>R-1 EXISTING</i> <i>C-4LUO REQUESTED</i>
date: 7-12-2010	
scale: 1"=200'	client: BORDER PROPERTIES,LLC.



City of Jonesboro City Council
Staff Report – RZ 10-13: 5205 E. Johnson Ave.
Huntington Building - 900 W. Monroe
For Consideration by the Council on August 17, 2010

REQUEST: A recommendation by MAPC to rezone property containing 2.73 acres more or less.

PURPOSE: To rezone a tract of land from R-1 Single Family to C-4 L.U.O. Commercial with a list of permitted use (See Findings Section).

**APPLICANT/
OWNER:** Border Properties, LLC, P.O. Box 59, Jonesboro, AR 72403

LOCATION: 5205 E. Johnson Ave. (West of Oriole Dr.), Jonesboro, AR

**SITE
DESCRIPTION:** Tract Size: 2.73 Acres (118,918.8 sq. ft.)
Frontage: 435.85 ft. frontage on Hwy 49 N.; 156.81 ft. on Oriole Dr.
Topography: Predominately Flat
Existing Developmt: Residence & Shop Building

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Undeveloped
South:	R-1	Single Family
East:	C-4 LUO	Undeveloped Neighborhd Commercial
West:	R-1 Single Family	Commercial

HISTORY: None.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed development and offers the following findings.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Northeast Sector and to be recommended as Planned Mixed Use Area.

Typically, PMUA is a campus-style planned development with multiple uses that are created in separate buildings or within single buildings, sharing a common image and circulation system. The Planned Mixed Use Area is typically located on major arterial streets; where the infrastructure is preexisting or is planned as part of a proposed development. Access management shall be a major priority; consolidated curb-cuts shall be promoted.

Components: The intent of the PMUA is to promote a mix of uses and to discourage single use, and the composition shall be reviewed on a case by case basis by the Metropolitan Planning Commission.

PMUA promotes innovative neighborhood themes having housing choices that will stand the test of time in terms of construction and architectural standards as well as first-class management and maintenance. Consistency is determined with the current proposed change in the zoning to “C-3” L.U.O. if designed in

an orderly fashion taking into account surrounding residential in terms of buffer and screening and incompatible uses are excluded under a limited use overlay or planned district development.

Master Street Plan Review:

The proposed site is located along E. Johnson Ave. which is proposed as a Principal Arterial on the most current Jonesboro Master Street Plan.

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.



Aerial Map/ Vicinity Map

RECORD OF PROCEEDINGS: MAPC Public Hearing held August 10, 2010:

Mr. Gardner, Attorney for the applicant:

Mr. Gardner stated that the 2 tracts that are subject to this rezoning are located on the S.E. corner of Oriole Dr. & E. Johnson Ave. (Hwy. 49N). The property was purchased in April of 2008 and has been on the market since, with a residence and a shed. **Mr. Gardner** made an observation and correction on the application that there is a tenant in that residence who has not moved.

Mr. Gardner added that his client has no specific plans for a specific development and intend to sell the property. As you know the site is located on Johnson Ave. which is a 5-lane highway that is just not suitable as residential; and the highest and best use is commercial and it not feasible to continue to use it as residential.

The property to the east was zoned C-4 L.U.O., and we listed the uses in this application rather than sought the C-3 Commercial District; although other commercial properties are to the west and the Planned District is to the north.

Mr. Gardner: One of the reasons we chose this route was to try to address any concerns of the Wheeler Heights Subdivision residents. We have proposed those uses on the list. If developed as commercial, there are utilities and sanitary sewer which will be extended up from the south and will cross Oriole Dr. The Wheeler Heights Subdivision is on septic and this project will add that benefit. We met with some of the residents last evening. The Staff has recommended approval with certain conditions and the owner is prepared to accept those conditions.

Mr. Hoelscher commented that he doesn't think it is MPAC's position to micro-manage what happens in the development. I spoke with Otis Spriggs prior to the meeting. And, as he put in the staff report, there is a certain logic of encouraging neighborhood development, while understanding we can't dictate having a single development on the site; there are limitations on the density being developed.

Public Input:

Denise Bowman, Oriole Dr. We are opposed to it changing at all; we do realize that things are changing out there because of the new hospital. Most of the C-4 uses listed are businesses we are opposed to except for the medical office or pharmacy. We are opposed to restaurants, a convenience store and a carwash. If you put a convenience store in, you are in our front yards. For some, it will be in their back yard. Our neighborhood is very quiet we were there before everyone. We have little traffic. They will be coming off on Oriole Drive. Convenience stores stay open late it's not what we want. We have lived there for 16-21 years. I would like you to consider that.

Linda Baker, Oriole Dr. I abut to the back of the barn portion of this property. The tenant has been operating a make-shift garage out of that barn. The City recently shut that barn down. There were 10 or 12 vehicles down there a month ago.

We do live in an older neighborhood. Something clean would be good. In anytime he is going to open it back up. He's cleaned that area up a little.

Mr. Steve May (Applicant) stated that the City did not shut it down; I was the one that shut it down. I spoke to Thomas White and told him I would take care of it. The tenant was ordered to cease the business or I would have evicted him. I also had him to get the existing automobiles off the premises. The garage will not be opened back up.

Carolyn Rutherford, Oriole Dr. Stated she had questions about the sewer. It was stated that it will come cross Oriole. We have checked on sewer before it had to come from certain directions we were told. Will it be accessible for us to connect or will we have to come from a couple miles in a different way? **Mr. Gardner** explained that it could be a condition to getting their plan approved.

Mr. Gardner also explained that the traffic flow condition will be addressed per the Staff when the development is brought back to the MAPC.

Ms. Baker had mention the garage use and it is not permitted; nor would it be permitted for C-4. The concerns about the current tenants reopening will not happen.

Mr. Dover commented on the provided list of potential uses. Does the convenience store include a gas station and the underground tanks? Mr. Gardner replied yes.

STAFF:

Mr. Spriggs presented the Staff Report summary. The property to the east was rezoned specifically as C-4 LUO for a funeral home. Access management concerns were voiced for Oriole Dr. which is residential street. The list of requested uses was provided. Staff is proposing that a 20 ft. landscaped buffer be provided between this property and the abutting residential. All new work would not commence prior to site plan review. Lot 29 raises concerns since it faces a residential lot across Oriole Dr. MAPC has the discretion on restricting that lot. **Mr. Hoelscher** gave concerns on the C-4 in terms of lot density we have a lot coverage maximum of 50%.

Mr. White noted that the CWL Engineering Dept. can answer the sewer questions raised earlier. Are there any questions regarding the bill assurance of lot 29?

Mr. Gardner replied that he looked at that through some title work; it was amended to remove lot 29 from the restrictions of that subdivision. A 1982 amendment was provided. It is a fairly old subdivision and they do expire.

Mr. Kelton asked was it verified. **Mr. Kelton** noted that he was thinking it was amended to allow the cable company to put a tower up, and it was converted back to comply with the bill assurance after looking into that.

Mr. Kelton asked if it as possible to modify the list of permitted uses in the L.U.O. and restrict the car wash use? **Mr. Spriggs** noted that the MAPC has that liberty. **Mr. Kelton:** Many times they are unattended and open 7 days/24 hours.

Mr. Gardner stated that removing carwash is acceptable.

Mr. Dover stated that the gas station convenience store is an added burdened with the underground tanks. What is the City's position.

Mr. Spriggs noted that from an environmental standpoint they are regulated by the EPA/ADEQ once they cease to be a gas station they are considered a brownfield, and it becomes an added expense to the new owner. The MAPC can restrict what occurs on Lot 29 in terms of use, as well as hours of operation. Those can be conditioned under the LUO process.

Mr. White reiterated that the convenience store use and hours of operation could be limited by the Commission? **Mr. Spriggs** concurred. **Mr. Gardner** stated that they can drop the convenience store as a use on Lot 29; Carwash was dropped or excluded totally.

Gary Joe Kee, Oriole Drive, noted that he wasn't at the neighborhood meeting last night. He stated concerns about his children and grandchildren's safety and also asked if it is some way to limited this to where it can be 16 hours a day; where it won't be open all night long. My property is adjacent to this piece. Now or in the future that alcohol not be sold there is a concern.

Mr. Scurlock asked about privacy fencing or security fencing within the regulations. **Mr. Spriggs** noted that the code did not require that much detail but it can be listed as a condition.

Mr. Hoelscher asked about buffering along Oriole. **Mr. Spriggs** noted that landscape screening can be conditioned or added by the MAPC to screen vehicular lighting to avoid creating a nuisance.

Mr. Gardner agreed that a privacy fence is reasonable. Site development plans will take the access and screening into consideration.

Mr. Kelton stated that since sitting next to you is residential and a wood privacy fence with a privet hedge doesn't seem unreasonable.

Mr. Steve May concurred and noted he understands and stated he wants to work with the neighborhood. We don't object to a greenspace or fence.

Betty Rogers, Oriole Drive noted that Lot 29 on the corner was smaller in size and the lot won't be used; that's why it was donated to the cable company. The convenience store would be built on the 2 acres where it hits everyone's back yards. All of the property adjoins their back yards.

Mr. Hoelscher questioned whether there are rules preventing any subsequent owner from replatting the site into smaller lots. **Mr. Spriggs** noted they would be limited to the requirements of the C-4 provisions. **Mr. Spriggs** urged the Commission to limit or provide a setback of the convenience store use - 100 ft. away from any residential property. This would promote the convenience store to be placed along Johnson Ave. **Mr. Gardner** and the applicant concurred.

COMMISSION ACTION:

Motion:

Mr. White made a motion to approve and eliminate the carwash use on either lot; that no convenience store be developed on lot 29; that the applicant understands that upon site development approval that MAPC has concerns about the hours of operation; that buffer will be provided during site plan approval; that no garage services now or in the future be allowed and the additional Staff conditions are to be included; that the buffer will be well-defined including the entire residential perimeter, except the frontage on Oriole Drive; access issues will be determined on Oriole Drive during site plan review; that a setback of 100 ft. from residential be provided if convenience store is developed; Buffering will be consistent if the property is ever subdivided. **Motion was seconded by Ms. Norris.**

MAPC recommends approval by the MAPC to Council with a change from R-1 Single Family Residential to C-4 LUO Neighborhood Commercial District with the following stipulations:

1. THE LIMITED USE SHALL INCLUDE ONLY THE FOLLOWING:

- | | |
|---|-------------------------------|
| Animal Care, Limited | Government Service |
| Automated Teller Machine | Medical Service/Office |
| Bank or Financial Institution | Office, General |
| Post Office | |
| Church | Restaurant, Fast Food |
| Convenience Store (Prohibited on Lot 29) | Restaurant, General |
| Day Care, Limited (Family Home) | Retail, Service |
| Day Care, General | Safety Services |
| Funeral Home | Utility, Minor |

2. That all site plans be approved by the Planning Commission with access easement management included on individual site plans with cross access easements. No new work shall commence prior to Final site Plan review and approval by the MAPC.

3. A lighting plan and landscaping plan shall be submitted to the MAPC, including a 20 ft. landscape buffer, including privacy fencing where the site abuts existing residential uses.

4. That the proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.

5. That prior to any issuance of Certificate of Occupancy of new uses, all requirements stipulated by all City, state and local agencies shall be satisfied.

6. That carwash use shall be prohibited and no convenience store shall be developed on existing lot 29.

7. That a setback of 100 ft. be provided between residential, if convenience store is developed; Buffering will be consistent if the property is ever subdivided.

Action: 6 to 1 Vote Approval: Mr. Hoelscher- Aye; Mr. Dover-Aye; Mr. White – Nay; Mr. Kelton- Aye; Ms. Norris-Aye; Mr. Tomlinson- Aye; Mr. Scurlock- Aye.

Findings:

The applicant has requested a C-4 LUO Rezoning for the said property. This area of the City has gained much attention in terms of future planning and has been highlighted as a major growth area. Careful planning of access is a must. Access management policies are advised by staff in order to promote good planning; therefore, multiple curb-cuts should be discouraged.

A lighting plan should be required to demonstrate compliance with the zoning ordinance during the permit process. This will allow for controls and assurance that will protect the abutting residential property to the south. Site access should be implemented with care and cross access easement should be provided to the east property line.

Conclusion

The MAPC and the Planning Staff have reviewed the request and all issues regarding impacts on the surrounding area have been considered. MAPC recommends approval to Council with a change from R-1 Single Family Residential to C-4 LUO Neighborhood Commercial District with the following stipulations:

1. THE LIMITED USE SHALL INCLUDE ONLY THE FOLLOWING:

- | | |
|---|-------------------------------|
| Animal Care, Limited | Government Service |
| Automated Teller Machine | Medical Service/Office |
| Bank or Financial Institution | Office, General |
| Car Wash | Post Office |
| Church | Restaurant, Fast Food |
| Convenience Store (Prohibited on Lot 29) | Restaurant, General |
| Day Care, Limited (Family Home) | Retail, Service |
| Day Care, General | Safety Services |
| Funeral Home | Utility, Minor |

2. That all site plans be approved by the Planning Commission with access easement management included on individual site plans with cross access easements. No new work shall commence prior to Final site Plan review and approval by the MAPC.
3. A lighting plan and landscaping plan shall be submitted to the MAPC, including a 20 ft. landscape buffer, including privacy fencing where the site abuts existing residential uses.
4. That the proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.
5. That prior to any issuance of Certificate of Occupancy of new uses, all requirements stipulated by all City, state and local agencies shall be satisfied.
6. That carwash use shall be prohibited and no convenience store shall be developed on existing lot 29.
7. That a setback of 100 ft. be provided between residential, if convenience store is developed; Buffering will be consistent if the property is ever subdivided.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning Director
Planning & Zoning Department

Site Photographs



View of property east of the subject site.



View looking southwest towards site



View looking East along Johnson Ave./Hwy 49.



View looking West along Johnson Ave./Hwy 49.



View looking East of rear property from Oriole Dr.



View looking East of abutting property (to the South).



View looking North of Oriole Dr.



View looking east of frontage along Oriole Dr. and Johnson Ave.



View looking east of frontage along Oriole Dr. and Johnson Ave.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-10:092 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 9/9/2010 **In control:** City Council
On agenda: **Final action:**
Title: Financial statements for the Jonesboro Airport Commission for the eight months ending August 31, 2010, and 2009
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments: [Financial statements](#)

Date	Ver.	Action By	Action	Result
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title
Financial statements for the Jonesboro Airport Commission for the eight months ending August 31, 2010, and
2009

**Jonesboro Airport Commission
Financial Statements
For the Eight Months Ended August 31, 2010 and 2009**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

September 7, 2010

Jonesboro Airport Commission
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of August 31, 2010, and the related statement of revenues and expenses-modified cash basis for the one month ended August 31, 2010 and 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
August 31, 2010**

ASSETS

CURRENT ASSETS

Cash - Liberty Bank	\$ 285,491.70	
Cash-Liberty Bank-Project Acct	<u>45,245.62</u>	
Total Current Assets		\$ 330,737.32

PROPERTY AND EQUIPMENT

Plant Investments	<u>\$ 374.10</u>	
Net Property and Equipment		374.10

OTHER ASSETS

Rice Growers Stock	<u>\$ 928.25</u>	
Total Other Assets		<u>928.25</u>

TOTAL ASSETS **\$ 332,039.67**

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
August 31, 2010**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$	981.16
FWH Taxes Payable		983.85
SWH Taxes Payable		220.27
OCSE		443.08
State Unemployment Payable		<u>45.46</u>

Total Current Liabilities \$ 2,673.82

EQUITY

Beg Retained Earnings	\$	269,875.49
YTD Net Income(Loss)		<u>59,490.36</u>

Total Equity 329,365.85

TOTAL LIABILITIES & EQUITY \$ 332,039.67

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 8 Months Ended August 31, 2010 and 2009

	<u>1 Month Ended</u> <u>August 31, 2010</u>		<u>1 Month Ended</u> <u>August 31, 2009</u>		<u>8 Months Ended</u> <u>August 31, 2010</u>		<u>8 Months Ended</u> <u>August 31, 2009</u>	
		%		%		%		%
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,002.00	9.97	\$ 70,000.00	12.67
Grant Revenue-Federal & State	36,724.00	69.25	7,138.00	30.26	491,216.36	69.98	357,858.01	64.75
T-Hanger Lease #2	1,200.00	2.26	0.00	0.00	2,051.10	0.29	0.00	0.00
Hanger Revenue - FBO	6,332.68	11.94	6,332.68	26.85	50,661.44	7.22	50,660.76	9.17
Revenue-Sharp Aviation	2,000.00	3.77	2,000.00	8.48	16,000.00	2.28	16,000.00	2.90
Revenue-Gate Card Fees	0.00	0.00	0.00	0.00	840.00	0.12	1,240.00	0.22
Revenue-Picture Display Fees	0.00	0.00	0.00	0.00	1,800.00	0.26	2,196.00	0.40
T Hanger Leases	2,000.00	3.77	2,000.00	8.48	16,000.00	2.28	16,000.00	2.90
Fuel Flowage	1,856.08	3.50	2,406.24	10.20	14,838.98	2.11	17,167.84	3.11
Terminal Building Leases-TSA	0.00	0.00	1,100.00	4.66	0.00	0.00	4,400.00	0.80
Farm Rents	1,600.00	3.02	0.00	0.00	11,200.00	1.60	0.00	0.00
ASU Lease	0.00	0.00	1,250.00	5.30	0.00	0.00	9,750.00	1.76
Other Income	1,314.78	2.48	1,358.78	5.76	27,346.24	3.90	7,368.90	1.33
Total Revenues	<u>53,027.54</u>	<u>100.00</u>	<u>23,585.70</u>	<u>100.00</u>	<u>701,956.12</u>	<u>100.00</u>	<u>552,641.51</u>	<u>100.00</u>
Cost of Revenues								
Grant Project Expenditures	40,141.94	75.70	0.00	0.00	494,920.24	70.51	325,963.06	58.98
Grounds	2,767.09	5.22	3,114.24	13.20	23,342.06	3.33	21,700.84	3.93
Hanger Expense-FBO	2,588.47	4.88	350.00	1.48	5,842.80	0.83	6,573.72	1.19
T-Hanger Expense	0.00	0.00	0.00	0.00	0.00	0.00	1,841.02	0.33
Terminal Building Expense-Mesa/TSA	530.28	1.00	280.80	1.19	8,896.95	1.27	3,830.03	0.69
Terminal Building Expense-ASU	0.00	0.00	0.00	0.00	683.74	0.10	344.74	0.06
Fire Rescue Building Expense	300.00	0.57	367.89	1.56	3,634.45	0.52	1,186.14	0.21
Sharp Aviation Expense	200.00	0.38	0.00	0.00	569.36	0.08	1,547.07	0.28
Old Terminal Bldg - CAP	0.00	0.00	0.00	0.00	0.00	0.00	145.03	0.03
Beacon & Field Lights	70.20	0.13	82.31	0.35	6,939.51	0.99	305.42	0.06
Total Cost of Revenues	<u>46,597.98</u>	<u>87.88</u>	<u>4,195.24</u>	<u>17.79</u>	<u>544,829.11</u>	<u>77.62</u>	<u>363,437.07</u>	<u>65.76</u>
Gross Profit	<u>6,429.56</u>	<u>12.12</u>	<u>19,390.46</u>	<u>82.21</u>	<u>157,127.01</u>	<u>22.38</u>	<u>189,204.44</u>	<u>34.24</u>
General & Administrative Exp.								
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	400.20	0.07
Dues/Subscriptions	0.00	0.00	0.00	0.00	55.00	0.01	125.00	0.02
Insurance	0.00	0.00	0.00	0.00	35,579.00	5.07	33,160.90	6.00
Insurance - Medical	424.58	0.80	445.61	1.89	4,245.04	0.60	3,564.88	0.65
Office Expense	0.00	0.00	0.00	0.00	580.52	0.08	1,279.11	0.23
Outside Services	75.00	0.14	0.00	0.00	725.00	0.10	352.78	0.06
Payroll Taxes	516.61	0.97	524.59	2.22	3,677.88	0.52	3,691.36	0.67
Postage	88.00	0.17	88.00	0.37	256.65	0.04	217.80	0.04
Repairs/Maintenance	0.00	0.00	0.00	0.00	52.37	0.01	339.64	0.06
Salaries - Philip Steed	4,024.75	7.59	3,691.42	15.65	32,198.00	4.59	29,531.36	5.34
Salaries - Other	2,602.25	4.91	3,132.00	13.28	13,977.88	1.99	17,169.25	3.11
Salaries-Fireman	0.00	0.00	0.00	0.00	0.00	0.00	169.00	0.03
Supplies	0.00	0.00	0.00	0.00	647.81	0.09	0.00	0.00
Telephone	343.68	0.65	342.17	1.45	2,862.23	0.41	2,873.18	0.52
Meetings/Travel	0.00	0.00	0.00	0.00	0.00	0.00	282.59	0.05
Meals/Entertainment	0.00	0.00	119.88	0.51	397.07	0.06	119.88	0.02
Utilities	139.86	0.26	135.45	0.57	699.31	0.10	1,081.36	0.20
Misc Expense	0.00	0.00	0.00	0.00	64.80	0.01	0.00	0.00

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 8 Months Ended August 31, 2010 and 2009

	<u>1 Month Ended</u> <u>August 31, 2010</u>	<u>%</u>	<u>1 Month Ended</u> <u>August 31, 2009</u>	<u>%</u>	<u>8 Months Ended</u> <u>August 31, 2010</u>	<u>%</u>	<u>8 Months Ended</u> <u>August 31, 2009</u>	<u>%</u>
Legal & Accounting	400.00	0.75	525.00	2.23	4,448.00	0.63	4,710.00	0.85
Total G & A Expenses	<u>8,614.73</u>	<u>16.25</u>	<u>9,004.12</u>	<u>38.18</u>	<u>100,466.56</u>	<u>14.31</u>	<u>99,068.29</u>	<u>17.93</u>
Revenues from Operations	<u>(2,185.17)</u>	<u>(4.12)</u>	<u>10,386.34</u>	<u>44.04</u>	<u>56,660.45</u>	<u>8.07</u>	<u>90,136.15</u>	<u>16.31</u>
Other Revenue (Expenses)								
Interest Income	383.37	0.72	421.42	1.79	2,829.91	0.40	3,065.36	0.55
Total Other Revenue (Exp.)	<u>383.37</u>	<u>0.72</u>	<u>421.42</u>	<u>1.79</u>	<u>2,829.91</u>	<u>0.40</u>	<u>3,065.36</u>	<u>0.55</u>
Net Earnings	<u><u>\$ (1,801.80)</u></u>	<u><u>(3.40)</u></u>	<u><u>\$ 10,807.76</u></u>	<u><u>45.82</u></u>	<u><u>\$ 59,490.36</u></u>	<u><u>8.47</u></u>	<u><u>\$ 93,201.51</u></u>	<u><u>16.86</u></u>

See accountants' compilation report.