



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, July 21, 2009

6:30 PM

Huntington Building

PUBLIC SAFETY COMMITTEE MEETING AT 5:15 P.M.

City Council Chambers, Huntington Building

1. Call to order by the Mayor at 6:30 P.M.

2. Pledge of Allegiance and Invocation

3. Roll Call by the City Clerk

4. Special Presentations

5. Consent Agenda

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

MIN-09:072 Minutes for the City Council meeting on July 7, 2009.

Attachments: [Minutes](#)

RES-09:092 A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN OR NEAR THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO NORDEX USA, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW.

Attachments: [PILOT Agreement - Nordex](#)

Legislative History

7/14/09	Finance & Administration Council Committee	Recommended to Council
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RES-09:096 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS RENAMING COOK ROAD TO NORDEX DRIVE REQUESTED BY CARTER JUSTICE ON BEHALF OF NORDEX USA, INC.

Sponsors: Planning

Attachments: [Resolution 05-402](#)
[Cook Road Vicinity Map](#)

Legislative History

7/7/09 Public Works Council Recommended to Council
Committee

RES-09:097 A RESOLUTION TO ESTABLISH THE MASTER BICYCLE ROUTE PLAN IN THE CITY OF JONESBORO

Sponsors: Parks & Recreation

Attachments: [greenways_42x38_june_23](#)

Legislative History

7/13/09 Public Services Council Recommended to Council
Committee

RES-09:099 RESOLUTION TO ADOPT A REVISED SUBSTANCE ABUSE TESTING PROGRAM POLICY FOR JETS

Sponsors: JETS

Attachments: [Substance Abuse Testing Program Policy 2009](#)

Legislative History

7/13/09 Public Services Council Recommended to Council
Committee

RES-09:101 A RESOLUTION TO RENEW THE CONTRACT WITH THE RED CROSS TO USE COMMUNITY CENTERS AS SHELTERS

Sponsors: Parks & Recreation

Attachments: [Red Cross Shelter Agreement 2009-2010](#)

Legislative History

7/13/09 Public Services Council Recommended to Council
Committee

RES-09:102 A RESOLUTION TO ACCEPT BIDS FOR INSTALLATION OF PLAYGROUND EQUIPMENT AT OPTIMIST PARK

Sponsors: Parks & Recreation

Attachments: [Bid 2009-29 Optimist Park Playground](#)
[Final 3-D PDF Format](#)
[Contract to Install Playground Equipment](#)

Legislative History

7/13/09 Public Services Council Recommended to Council
Committee

RES-09:032 A RESOLUTION TO Condemn property at 1014 S. Madison

Sponsors: Code Enforcement

Attachments: [1014 S. Madison Building Inspection Report](#)

[CONDEMNATION CHECKLIST](#)

[100 3135](#)

[100 3136](#)

[100 3138](#)

[100 3137](#)

Legislative History

3/17/09	Public Safety Council Committee	Recommended Under New Business
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7. Unfinished Business

8. Mayor's Reports

9. City Council Reports

10. Public Comment

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

11. Adjournment.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, July 7, 2009

6:30 PM

Huntington Building

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

1. Call to order by the Mayor at 6:30 P.M.

2. Pledge of Allegiance and Invocation

3. Roll Call by the City Clerk

Present 10 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent 2 - Chris Moore and Tim McCall

4. Special Presentations

5. Consent Agenda

Councilman Dover motioned, seconded by Councilman Gene Vance, to suspend the rules and add four resolutions to the consent agenda: RES-09:098, RES-09:105, RES-09:106, and RES-09:111. All voted aye.

Approval of the Consent Agenda

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 2 - Chris Moore and Tim McCall

MIN-09:068 Minutes for the City Council meeting on June 16, 2009.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

MIN-09:069 Minutes for the special called City Council meeting on June 30, 2009.

Attachments: [Minutes](#)

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

RES-09:098 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT THE DONATION OF GIS SERVICES FROM ASSOCIATED ENGINEERING

Sponsors: Engineering and Mayor's Office

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

Enactment No: R-EN-063-2009

RES-09:105 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ADOPT PERMANENT LAND USE RESTRICTION FOR THE FORMER STRAWFLOOR ROAD CLASS 4 LANDFILL

Sponsors: Engineering

Attachments: [Permanent Land Use Restriction](#)

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

Enactment No: R-EN-064-2009

RES-09:106 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR SURVEY OF PIPE INVENTORY THROUGHOUT THE CITY OF JONESBORO - JOB NO. 100614

Sponsors: Engineering

Attachments: [Supplemental Agreement No. 1](#)

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

Enactment No: R-EN-065-2009

RES-09:111 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CAMERON CONSTRUCTION CO., INC. FOR THE PUBLIC WORKS FACILITY GRADING PROJECT

Sponsors: Engineering

Attachments: [Bid 2009-26 PW Grading Specifications 1](#)

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

Enactment No: R-EN-066-2009

6. New Business

7. Unfinished Business

Ordinances on Third Reading

ORD-09:020 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RESIDENTIAL R-2 TO RESIDENTIAL RM-16 LIMITED USE FOR PROPERTY LOCATED AT 921 WARNER AS REQUESTED BY MAX DACUS JR.

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

Mayor Perrin explained the property owners have sold the property and asked for the Council to withdraw the rezoning request. Councilman Vance noted that according to City Planner Otis Spriggs if the new owners want to rezone the property they will have to go through the whole process again starting with the Planning Commission.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Postponed Indefinitely . The motion PASSED by an unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Chris Moore and Tim McCall

Ordinances on Second Reading

ORD-09:035 AN ORDINANCE AMENDING TITLE 14 THE ZONING ORDINANCE, TO REZONE FROM AG-1 TO RS-6, CERTAIN PROPERTY ON FLEMION ROAD AS REQUESTED BY CHAD, JENNIFER AND DUSTIN KING

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

Councilman Street questioned whether there has been any opposition to the rezoning request. Mr. Spriggs answered they have not received any opposition. Councilman Dover referred to a history of drainage issues in that area and asked if this rezoning was okay in reference to drainage. Mr. Spriggs stated the plans will be sent to the Engineering Department to make sure they comply with stormwater drainage guidelines.

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Chris Moore and Tim McCall

Enactment No: O-EN-037-2009

ORD-09:039 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LIMITED USE OVERLY FOR PROPERTY LOCATED AT 4008 SOUTHWEST DRIVE AS REQUESTED BY FIRE PROTECTION SERVICE OF ARKANSAS

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

Councilman Street questioned whether any opposition had been received concerning the rezoning. Mr. Spriggs answered no.

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

A motion was made by Councilman John Street, seconded by Councilman Mikel Fears, that this matter be Passed . The motion PASSED by an unanimous vote

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 2 - Chris Moore and Tim McCall

Enactment No: O-EN-038-2009

8. Mayor's Reports

Mayor Perrin introduced Mr. Gary Harpole as the new Operations Director.

Mayor Perrin stated he will be in Little Rock tomorrow meeting with the Highway Department to discuss signalization and lane improvements in Jonesboro. He added the recent department head retreat went really well and he expressed his appreciation to the department heads for attending. He noted City Engineer Craig Light has been working on a compost facility project and they will be sending a letter to ADEQ stating the City's intent to work with Legacy Landfill to come to a conclusion about a compost facility. Mayor Perrin stated he, Police Chief Michael Yates and Councilman Chris Moore have been working with the county concerning the jail bill. He explained he is encouraged by the discussions and are drafting some information to present to the county next week. Mayor Perrin also explained he and Mr. Light will be meeting with the Corps of Engineers next week to discuss funding for drainage issues related to the 300 miles of ditches the City currently has. He added they only have one tornado siren left to put up and hope to be able to test them for the first time in August. Mayor Perrin stated the auditors are currently working with the City and he expects them to be finished in August. He explained they are going to sign a waiver in order to let Finance Committee Chair Ann Williams sit in on the exit interview. He also explained Information Systems employee Jack Turner has been training the department heads concerning Springbrook. He noted the budget process this year will take place on Springbrook.

COM-09:082 Legal report from City Attorney Phillip Crego as presented to the City Council at the meeting on July 7, 2009.

Attachments: [Legal Report Council July 2009](#)
[06-30-09 Case Status - Revised](#)

This item was Read.

COM-09:084 Financial report as given by Finance Director Jim Barksdale at the City Council meeting on July 7, 2009.

Attachments: [Financial report](#)

Finance Director Jim Barksdale discussed the City finances. He stated the City funds are strong with \$20.3 million in the fund balance as of June 30th. He noted the 2009 budget approved spending \$8.3 million over projected revenues, but due to the current economy they have decided to slow the rate of spending. He explained they have already reduced \$491,000 from the 2009 budget. He further explained those

purchases and expenditures have been put on hold until the economy improves and they see how the revenues will come in during the third and fourth quarters of this year. Mr. Barksdale added all travel has been suspended unless it's absolutely required and they will continue to look at all the expenditures that come through. He then discussed the financial report. Councilman Dover questioned how much of the current deficit is made up of once a year expenses that have already been made. Mr. Barksdale stated \$2.8 million was the lease payoff with another \$1.7 million spent in fixed asset purchases in January and February of this year, which leaves \$149,000 deficit after also taking out the \$491,000 that has been cut from the budget to date. He added they have also been more aggressive about past due collections. He explained they have collected \$12,000 to \$13,000 in past due fees. He added if there are people that are past due after Thursday, they will start turning the information in to City Attorney Phillip Crego. Mr. Barksdale discussed the money spent by the City for the ice storm. Councilman Dover questioned when the City anticipates receiving reimbursements from FEMA for the money spent. Mr. Barksdale stated they should be receiving some of the money in the next three weeks with the balance of it anticipated in the next six to eight weeks. He further discussed the financial report.

This item was Read.

COM-09:083

Presentation by City Planner Otis Spriggs concerning the Planning Department as given at the City Council meeting on July 7, 2009.

Attachments: [Presentation](#)

Mr. Spriggs gave a presentation concerning the Planning Department. Councilman Hargis noted that in 2007 there was a higher level of work that was done. Mr. Spriggs stated that was partially due to them refining processes with other departments after he was hired in 2006. He explained they started being more accountable after they reviewed the processes.

This item was Read.

9. City Council Reports

Councilman Street commended the Mayor and Mr. Barksdale on cutting back the budget. He also thanked Mr. Spriggs and his staff for all their work in the Planning Department and the improved level of service to the City and citizens. He also welcomed back City Clerk Donna Jackson from her recent knee surgery.

Councilman Dover asked for an update concerning the non-uniform pension plan. Councilwoman Williams explained the deadline is this week and they hope to set up interviews as soon as possible. She stated they will narrow the applicants down and give a report to the Finance Committee at the meeting next week.

Councilman Hargis stated he has noticed the traffic is flowing pretty well, but the City could propose spending the money well if the City receives funding from the Highway Department.

10. Public Comment

11. Adjournment.

A motion was made by Councilman Mikel Fears, seconded by Councilman Rennell Woods, that this meeting be Adjourned. The motion CARRIED by a

Voice Vote.

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 2 - Chris Moore and Tim McCall

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

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



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:092

Introduced: 6/3/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

title

A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN OR NEAR THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO NORDEX USA, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW.

body

WHEREAS, the City of Jonesboro, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 to -224 (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Nordex USA, Inc. (the "Company"), has evidenced its interest in acquiring, constructing, and equipping an industrial facility within the City if the permanent financing can be provided through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry within the City, and to aid in the financing thereof under the provisions of the Act; and

WHEREAS, it is desirable that the City enter into an Agreement to Issue Bonds for such purpose.

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

Section 1. The Mayor and the City Clerk of the City are hereby authorized to enter into an Agreement to Issue Bonds in substantially the form and substance as follows:

AGREEMENT TO ISSUE BONDS

THIS AGREEMENT is made as of _____, 2009, by and between the City of Jonesboro, Arkansas, a city of the first class under the laws of the State of Arkansas (the "City"), and Nordex USA, Inc. (the "Company"), for the purpose of carrying out the purposes set forth in the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 to -224 (the "Act").

WITNESSETH:

WHEREAS, the City is authorized by Amendment 65 to the Arkansas Constitution and the Act to own, acquire, construct, reconstruct, extend, equip, improve, operate, maintain, sell, lease, or contract concerning, or otherwise deal in or dispose of any land, buildings, or facilities of any and every nature that can be used in securing or developing industry within or near the City; and

WHEREAS, the City has determined that such purposes may be served by cooperation with the Company in the acquisition, construction, and equipping of an industrial facility within the City, consisting of acquisition of land, construction of buildings and improvements, and acquisition and installation of equipment for the manufacture of wind turbine nacelles and rotor blades (the "Project"); and

WHEREAS, the City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Project and to have the costs of the Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed \$100,000,000 (excluding any bonds issued to refund the Bonds); and

WHEREAS, the City and the Company intend to enter into a Lease Agreement (the "Lease") of the real and personal property constituting the Project, which contemplates that the Project will be leased to the Company, with an option to purchase for a nominal price, and the rental payments therefore together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration under the mutual benefits, covenants, and agreements herein expressed, the City and the Company agree as follows:

1. Proceedings. All proceedings in connection with the issuance of the Bonds shall be consistent with the requirements of the Act. All references contained herein to the issuance of the Bonds shall be subject to compliance with the formalities of the Act when the facts required to do so are determined.
2. Acquisition, Construction, and Equipping. The City and the Company will cooperate in causing to be commenced and continued the required acquisition, construction, and equipping of the Project, and the Company may provide, or cause to be provided, the necessary interim financing to permit work on the Project to commence and continue expeditiously pending the issuance of Bonds. Not later than the date of issuance of the Bonds, the Company will convey and transfer or cause to be conveyed and transferred to the City, the Project or portions thereof theretofore acquired, constructed, and equipped. There shall also be conveyed to the City any easements and rights-of-way necessary to permit construction, equipping, installation, operation, and maintenance of the Project.
3. Lease. The City and the Company shall enter into the Lease under which the Company will lease the Project, with an option to purchase for a nominal price, from the City and will agree to make rental payments sufficient to pay the principal of and

- premium, if any, and interest on the Bonds.
4. **Sale of Bonds, Security.** The City will take such steps as are necessary to issue, sell, and deliver the Bonds, pursuant to the terms of the Act, for the purposes of financing the costs of the Project, in each case only upon receipt of the written designation by the Company of the purchaser(s) or underwriter(s) thereof, such Bonds to be in such principal amount, to mature in such amount and times, to bear interest at such rate or rates, to be payable on such dates, and to have such optional and mandatory redemption features and prices as are determined by the City and approved in writing by the Company. The City further agrees that it will enter into the Lease and a Trust Indenture with a bond trustee to be selected, for the purpose of providing rental payments sufficient, with other amounts available from the Company or directly or indirectly from the proceeds of the Bonds, to pay the principal of and premium, if any, and interest on the Bonds as they become due, and pledging and otherwise securing the payment of such rental payments for the benefit of the holder(s) of the Bonds. The Lease, the Indenture, other related documents, and the Bonds shall contain such terms and conditions as are agreed upon by the City and the Company. The City will cooperate in consummating the transactions so contemplated.
 5. **Bonds to be Special Obligations.** The City shall have no financial responsibility with respect to the Project, the Bonds, or the costs associated with either, and the Bonds shall be special obligations of the City and shall never constitute a general obligation, indebtedness, or pledge of the credit of the City within the meaning of any constitutional or statutory provision and shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues or other funds of the City except those (including unexpended Bond proceeds) derived from or in connection with the sale or lease of the Project as provided for herein.
 6. **Conditions of Issuance.** The Bonds may be issued either at one time or in several series from time to time, in such aggregate principal amount or amounts as the Company shall request in writing; provided, however, that all conditions of the Act shall have been met.
 7. **Costs to be Financed.** The costs of the Project may include any costs permissible under the Act, including but not limited to reasonable and necessary costs, expenses, and fees incurred by the City in connection with the issuance of the Bonds or in connection with the Project; fees and out-of-pocket expenses of bond counsel; recording costs; rating agency's fees, if any; and printing costs. The City will upon request provide or cause to be provided any data or information which may be reasonably required to verify any of the costs, expenses, and fees enumerated above.
 8. **Termination.** In the event that the Bonds shall not be sold within three years from the date hereof, this Agreement shall automatically terminate unless the parties hereto shall agree in writing to its extension for a further period of time specified in such writing, which agreement on the part of the City shall not be unreasonably withheld. The Company may unilaterally terminate this Agreement without liability to the City (except for any amounts due and owing by the Company to the City arising out of the transactions occurring on or before the time of such termination, which shall be promptly paid by the Company to the City) by giving notice by ordinary mail, postage prepaid, to the City specifying therein the date of termination, which may be the date of the notice.

9. Protection to the City. The Company shall pay all of the City's costs and expenses reasonably and necessarily incurred in connection with this Agreement or any other related document or instrument. The Company will at all times indemnify and hold harmless the City against any and all losses, costs, damages, expenses, and liabilities of whatsoever nature directly or indirectly resulting from, arising out of, or related to matters in connection with this Agreement.
10. Ad Valorem Taxation Exemption. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 to -703, the Project will be exempt from ad valorem taxation. The City agrees that the Company shall be required to enter into an Agreement for Payments in Lieu of Taxes ("PILOT Agreement") with the City in substantially the form submitted to this meeting, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority.
11. Purpose and Effect. The Bonds are to be issued, sold, and delivered under the authority of the Act and all related actions and documents shall be in conformity therewith. The City intends this Agreement to be the expression of its present intent, pursuant to the terms hereof, to issue the Bonds up to \$100,000,000 aggregate principal amount outstanding at any one time, and also to issue additional Bonds if the Project costs exceed such amount, and to expend the Bond proceeds to defray the costs of the Project.
12. Assignment. The Company may assign this Agreement and the PILOT Agreement in whole or in part to an affiliate of the Company without the prior written consent of the City and to an entity, which is not an affiliate of the Company with the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment and no dealings or transactions between the City and any assignee shall relieve the Company of any of its obligations under this Agreement.

13.

IN WITNESS WHEREOF, the City of Jonesboro, Arkansas, acting pursuant to a Resolution of its City Council, has caused its name to be hereunto subscribed by its Mayor and the Company has caused its corporate name to be subscribed hereto by its duly authorized officer, all as of the year and date first above written.

CITY OF JONESBORO, ARKANSAS

By:
Mayor

NORDEX USA, INC.

By:

Section 2. The PILOT Agreement is hereby approved in substantially the form submitted to this meeting.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. *Severability*. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this resolution.

Section 5. *Repealer*. All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
City Hall
515 W. Washington Avenue
Jonesboro, Arkansas 72401

Date _____, 2009

Attention: Mayor

**Re: Not to exceed \$100,000,000 City of Jonesboro, Arkansas Industrial
Development Revenue Bonds (Nordex USA Project)**

Ladies and Gentlemen:

The City of Jonesboro proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 to -224 (the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of land, construction of buildings, and acquisition and installation of equipment, located at the Craighead Technology Park, Jonesboro, Arkansas (the "Project"). The Project will be leased by the City to Nordex USA, Inc. (the "Company"), pursuant to a Lease Agreement (the "Agreement"), for a period of 20 years, for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture of wind turbine nacelles and rotor blades, as training facilities and for other related purposes.

Article VI of the Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Agreement. The Company is informed and understands that, notwithstanding the provision of Article VI of the Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 233 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14 164-701 to -703, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project property under the provisions of Article V of the Agreement. The City has indicated a reluctance to lose all tax revenues, which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt of which is hereby acknowledged, the Company agrees with the City as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to the State of Arkansas, the City, Craighead County, the Nettleton School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if

the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 to -703. Payments are due not later than October 10 each year commencing after completion of construction. Payments not paid when due shall bear interest at 5% per annum until paid.

The payment is based on land, building, improvement and equipment used at the Project site excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 to -703, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. The agreement herein made by the Company shall terminate and be of no further force and effect from and after the date that the Agreement shall terminate for any purpose other than a default on the part of the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the terminations bears to 365 days (366 days in a leap year).

6. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

When executed, this instrument shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

NORDEX USA, INC.

By: _____
_____, _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:096

Introduced: 6/12/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
RENAMING COOK ROAD TO NORDEX DRIVE REQUESTED BY CARTER JUSTICE
ON BEHALF OF NORDEX USA, INC.

Body

WHEREAS, a request for consideration to rename “Cook Road” to “Nordex Drive” has been considered by the Public Works Council Committee in the promotion of growth and economic development within the Industrial Park geographical area of the City of Jonesboro.

WHEREAS, there are currently no residential or business addresses affected by this request.

WHEREAS, this request for renaming “Cook Road” to “Nordex Drive” has been reviewed by the Public Works Council Committee on July 7, 2009, and public input has been provided for; and

WHEREAS, the Public Works Council Committee voted to unanimously recommend approval to the City Council in accordance with Title 9 of the Jonesboro Code of Ordinances, and Resolution No. 05:402 which establishes guidelines for naming public parks, streets, and facilities.

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

Section 1: The street right-of-way located between C.W. Post Road and Deer Lake Road, extending north/south is hereby named “Nordex Drive”;

Section 2: The specific intention of this resolution is for the sole purpose of naming said street for identification purposes only.



Legislation Text

File #: RES-05:402, Version: 1

title
RESOLUTION TO ESTABLISH GUIDELINES FOR NAMING PUBLIC PARKS, STREETS AND FACILITIES
body
WHEREAS, the City of Jonesboro desires to establish guidelines for the naming of public parks, streets, public facilities and any parts thereof, and

WHEREAS, there are no guidelines currently in place.

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

SECTION 1. The naming of public parks, publicly-held facilities and/or streets will be based on the sites relationship to the following criteria:

- A. Neighborhood, geographic or common usage identification;
- B. A historical figure, place, event or other instance of historical or cultural significance;
- C. Natural or geological features;
- D. An individual (living or deceased) who has made a significant land and/or monetary contribution to the community or who has had the contribution made “in memoriam” and when the name has been stipulated as a condition of the donation; or
- E. An individual or employee who has contributed outstanding service to the City for a period of 20 years or longer.

SECTION 2. Designation of Name by City Council.

The City Council may designate the names of public parks, publicly-held facilities and/or streets. The City Council may choose to make its selection after receiving written recommendation for any one of the city’s advisory boards, or a specially appointed ad hoc committee, based upon public input from individuals and organizations,. Such written recommendation shall state how the proposed name(s) meet(s) the criteria in Section 1. If a contest or competition is to be held to determine the name of the public park, publicly-held facility and/or street, the advisory board/ad hoc committee shall establish guidelines and rules for the contest. No city funds shall be used for any contest prizes.

SECTION 3. Naming of Interior Features.

The interior features of a public park or publicly-held facility may be named separately from the main part or facility; and should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Criteria for naming interior features will be determined using guidelines set forth in Sections 1 and 2 of this Resolution. Name changes shall be subject to procedures set forth in Sections 1 and 2.

SECTION 4. Renaming Procedure.

A name, once selected for a public park, publicly-held facility and/or street should be bestowed with the intention that it will be permanent and changes should be strongly resisted. Name changes shall be subject to the procedures set forth in Sections 1 and 2.

SECTION 5. Signing.

Following the selection of a public park, publicly-held facility and/or street by the City Council, the public works department will identify the specific park, publicly-held facility or street by appropriate signage.

SECTION 6. Severability.

If any provision of this Resolution or its application to any person or circumstances is held invalid, the remainder of the Resolution or the application of the provisions to other person or circumstances is not affected.

This resolution passed at the regular meeting of the City Council for the City of Jonesboro on this 4th day of October, 2005.

COOK ROAD- STREET RENAMING LOCATION MAP



Planning & Zoning Department 06/9/09
307 Vine Street
Jonesboro, AR 72401
(870) 932-0406

DISCLAIMER
The provider makes no warranty or representation, either expressed or implied, with respect to this information. Its quality, performance, accuracy, utility, or fitness for a particular purpose. As a result, the information is provided "as is," and the requester are assuming the entire risk as to its quality and performance. In no event will the provider be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:097

Introduced: 6/12/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO ESTABLISH THE MASTER BICYCLE ROUTE PLAN IN THE CITY OF JONESBORO

Body

WHEREAS, the Parks and Recreation Department and the Metropolitan Planning Organization have studied the need for established bicycle routes throughout the City of Jonesboro; and







WHEREAS, the Parks and Recreation Department, the Metropolitan Planning Organization and the Northeast Arkansas Bicycle Coalition have worked together to propose a comprehensive route map; and

WHEREAS, the Arkansas Highway and Transportation Department has indicated that a Master Bicycle Route Plan is the first step in approving bicycle routes on State Highways; and


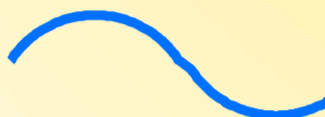



NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

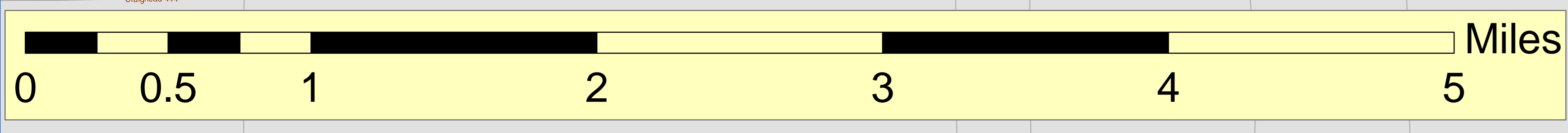
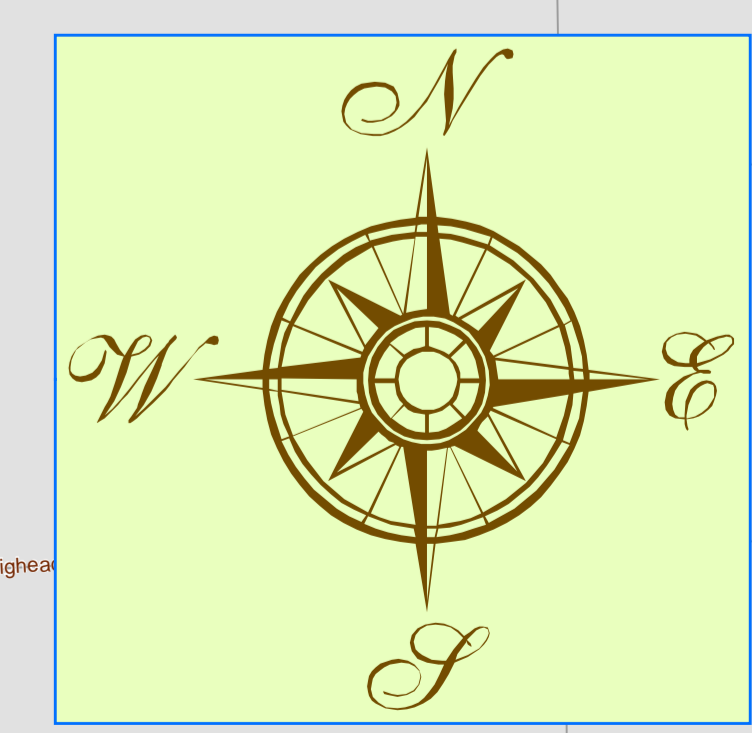
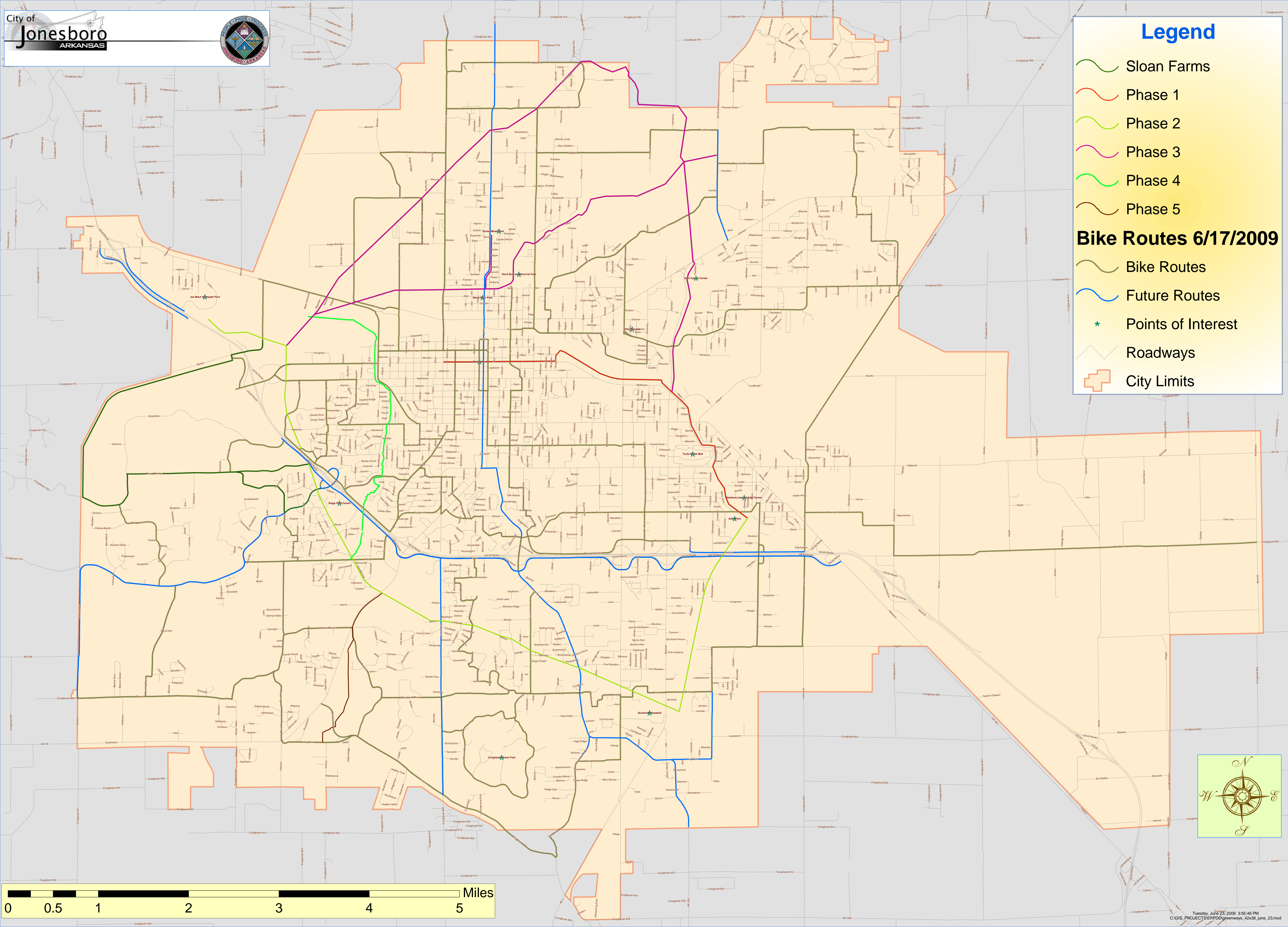
Section 1: The City of Jonesboro shall establish the attached map (exhibit A) as the City of Jonesboro Master Bicycle Route Plan.

Legend

-  Sloan Farms
-  Phase 1
-  Phase 2
-  Phase 3
-  Phase 4
-  Phase 5

Bike Routes 6/17/2009

-  Bike Routes
-  Future Routes
-  Points of Interest
-  Roadways
-  City Limits





City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:099

Introduced: 6/18/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

title

RESOLUTION TO ADOPT A REVISED SUBSTANCE ABUSE TESTING PROGRAM
POLICY FOR JETS

body

WHEREAS, the City Council of Jonesboro, Arkansas of the Jonesboro Economical Transit System is dedicated to providing safe and dependable passenger transportation services; and

WHEREAS, it is our policy to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner and that our workplace environment is free from the adverse effects of drug abuse or alcohol misuse; and

WHEREAS, it is also our policy that the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited and that we encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affects their ability to perform their assigned duties; and

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration has mandated a compliant Drug and Alcohol Testing Program regulated by 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended, for safety-sensitive employees of public transportation agencies as a condition of federal funding; and

WHEREAS, the attached Drug and Alcohol Testing Program Policy meets the requirements of the FTA regulations;

THEREFORE, BE IT RESOLVED, that the City Council of Jonesboro, Arkansas of the Jonesboro Economical Transit System, hereby adopts the attached Substance Abuse Testing Program Policy revised June 9, 2009, in compliance with FTA regulations.



**U.S. Department of Transportation
Federal Transit Administration
State of Arkansas**

**SUBSTANCE ABUSE TESTING PROGRAM
POLICY**

Of

**City of Jonesboro, Arkansas
Jonesboro Economical Transit System**

Revised and approved June 9, 2009

SUBSTANCE ABUSE TESTING PROGRAM POLICY

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SUBSTANCE ABUSE TESTING PROGRAM POLICY

1.0 Policy Statement

The Arkansas State Highway and Transportation Department (“Department”) and Jonesboro Economical Transit System (“Agency”) are dedicated to providing safe, dependable, and economical transportation services to Arkansas’ transit system passengers. Our employees are our most valuable resource. It is our goal to provide a healthy and satisfying work environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to

1. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner;
2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
4. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

2.0 Purpose of Policy

The purpose of this policy is to assure worker fitness for duty and to protect employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal Regulations governing workplace anti-drug and alcohol programs in the transit industry.

The Federal Transit Administration (FTA) has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal Government published 48 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain

drug-related offenses to the FTA. This policy incorporates all requirements for safety-sensitive employees.

3.0 Covered Employees

This policy applies to all safety-sensitive transit system employees, including paid part-time employees, volunteers, contract employees and contractors when they are performing transit-related, safety-sensitive functions, regardless of where these functions take place.

In addition to being subject to all other elements of this policy, employees who perform “safety-sensitive functions” as that term is defined in current Federal Transit Administration regulations (49 CFR Part 655), are subject to drug and alcohol testing and other special requirements. Generally, a safety-sensitive function occurs when an employee is performing, ready to perform, or immediately available to perform any duty related to safe operation of mass transit services. The following are safety-sensitive functions:

1. Operation of a revenue service vehicle, whether or not such vehicle is in revenue service.
2. Controlling dispatch or movement of a revenue service vehicle.
3. Maintaining revenue service vehicles or equipment used in revenue service.
4. Operating a non-revenue service vehicle when required to be operated by a holder of a CDL.
5. Carrying a firearm for security purposes.

A list of Agency’s safety-sensitive positions is included in Section 10.0 of this policy. Covered employees will receive a copy of Agency’s Substance Abuse Testing Program Policy and will be requested to sign a confirmation of receipt.

4.0 Prohibited Substances

Prohibited substances addressed by this policy shall include the following:

4.1 Illegal Controlled Substances

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. These include, but are not limited to

<u>Substance Type</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Marijuana Metabolite (1)	50 ng/mL	15 ng/mL
Cocaine Metabolite (2)	300 ng/mL	150 ng/mL
Amphetamines	1000 ng/mL	-----
Amphetamine	-----	500 ng/mL
Methamphetamine (3)	-----	500 ng/mL
Opiate Metabolites	2000 ng/mL	-----
Morphine	-----	2000 ng/mL
Codeine	-----	2000 ng/mL
6-acetylmorphine (6-AM) (4)	-----	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

(1) Delta 9-tetrahydrocannabinol-9 carboxylic acid; (2) Benzoyllecgonine; (3) Specimen must also include amphetamine at a concentration greater than or equal to 200 ng/mL; (4) This test is conducted only when specimen contains morphine at a concentration equal to or greater than 2000 ng/mL.

Illegally used controlled substances include any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

4.2 Legal Drugs

While the appropriate use of legally prescribed drugs and non-prescription medications is not prohibited, the misuse or abuse of legal drugs while performing safety-sensitive functions is prohibited.

The use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected must be discussed by employees with their appropriate health care professional before performing work-related duties. Educational information regarding prescription and over-the-counter medications should be obtained from either a health care professional or pharmacist. Employees are urged strongly to seek and obtain medical advice prior to using prescription or over-the-counter drugs that may adversely affect their ability to safely operate or maintain vehicles.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. If the employee tests positive for drugs, he/she must provide within 24 hours a valid prescription. A valid prescription includes the patient's name, the name of the substance, quantity/amount to be taken, and the time period of the authorization.

4.3 Alcohol

The use of beverages containing alcohol or substances (including any medication, mouthwash, food, candy or any other substance) such that alcohol is present in the body while performing safety-sensitive duties is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liter of breath as measured by a breath-testing device.

5.0 Prohibited Conduct

5.1 Manufacture, Distribution, Dispensation, Possession, or Use

All transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of prohibited substances on transit authority premises, in transit vehicles, in uniform, or while on transit authority business, in accordance with The Drug-Free Workplace Act. Employees who violate this provision will be terminated under agency authority. Law enforcement shall be notified, as appropriate, when criminal activity is suspected.

5.2 Positive Tests

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Any safety-sensitive employee who has a confirmed positive drug or alcohol test will be removed from his or her position, informed of available educational and rehabilitation programs, and referred to a Substance Abuse Professional (SAP) for assessment. It is Agency's policy that scheduling arrangements and costs for rehabilitation, assessment, or treatment will be the employee's responsibility. Safety-sensitive employees who test positive will be terminated in accordance with Agency's "zero tolerance" policy.

5.3 Alcohol Usage

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned duties is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol within four (4) hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and employment will be terminated under Agency's "zero tolerance" policy.

5.4 Alcohol Test - (0.02 – 0.04)

If an employee tests at or above 0.02 but less than 0.04 on an alcohol test, the employee will be immediately removed from service for eight hours unless a retest result measures a concentration of less than 0.02. If the retest does not measure less than 0.02, the employee will remain off duty until the start of the next scheduled duty period, but not less than eight hours.

5.5 Testing Requirements, Compliance, and Behavior Constituting a Refusal

Under FTA guidelines, all safety-sensitive employees will be subject to urine drug testing and breath-alcohol testing. *Any safety-sensitive employee who refuses to comply with a request for testing shall be immediately removed from duty and referred to a Substance Abuse Professional, as the action is a refusal to test and violation of FTA regulations.* Refusal to test also constitutes a violation of Agency policy. Under Agency's "zero tolerance" policy, the employee will be terminated. Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection.

A refusal for drug and alcohol testing includes the following circumstances:

1. Failure to provide breath or urine specimen
2. Failure to provide sufficient volume of urine or breath without valid medical explanation
3. Tampering, contaminating, adulterating or substituting specimen
4. Leaving the scene of an accident without just cause prior to submitting to a test
5. Failure to appear for any test within a reasonable time, after being directed to do so by Agency, except a pre-employment test
6. Failure to remain at the testing site until the testing process is complete
7. Failure to cooperate with any part of the testing process
8. Refusal to sign the certification at Step 2 of the alcohol testing form

9. Failure to undergo a medical examination or evaluation as required by a MRO or DER
10. Failure to permit monitoring or observed testing
11. Failure to take a second test when required
12. Verification of a test that was adulterated or substituted
13. *Failure to follow the observer's instructions during an observed collection*
14. *Possessing or wearing a prosthetic or other device intended for, or that could be used to interfere with an accurate collection*
15. *Admission to the collector or MRO of adulteration or substitution of a specimen.*

5.6 Collections Under Direct Observation

Given the increased availability of cheating products, the USDOT has adjusted the balance between safety and privacy by making direct observation collections mandatory in certain circumstances, and adding additional procedures in the observation and collection process.

Observed urine collections are authorized and required in the following circumstances:

1. *The temperature of the original specimen is outside the accepted temperature range of 90°F - 100°F*
2. *The original specimen shows signs of tampering, such as an unusual odor, color or characteristic*
3. *A collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen*
4. *The MRO orders an observed collection following the report of certain atypical laboratory results of the original specimen without legitimate medical reason*
5. *The MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.*

The observer does not have to be a certified collector, but must be the same gender as the employee. The observer need only follow the directions of the certified collector. The observer shall request the employee to raise his or her upper garments, above the waist, just above the navel; lower clothing and underpants to mid-thigh and show the observer, by turning around, that the employee does not have a prosthetic or other device designed to carry "clean" urine or urine substitute.

If the employee has such a device, the observer immediately notifies the collector, if the observer is not the collector; the collector stops the collection, and thoroughly documents the circumstances surrounding the event in the remarks section of the CCF. The collector notifies the DER. This is a refusal to test.

If the employee does not have such a device, the employee is permitted to return clothing to its proper position for the observed collection. The observer must watch the urine pass from the employee's body into the collection container. If the observer is not the collector, the observer must watch as the employee takes the specimen to the collector. The collector then completes the collection process.

Failure of the employee to permit any part of the direct observation procedure is a refusal to test and violation of this policy.

5.7 Dilute (Positive and Negative) Specimens

Positive – If a drug test is reported by the MRO as a dilute positive, the test result will be treated as a verified positive test result.

Negative – If a drug test is reported as a dilute negative, Agency will retest the applicant, transferee, or current employee with no advance notice and without direct observation of the specimen collection, unless there is another basis for direct observation. If the MRO directs the DER to conduct a recollection under direct observation (creatinine concentration is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL) the collection will take place immediately. The result of the second test becomes the test of record, even if the second test result is also dilute negative.

5.8 Notifying Agency of Criminal Drug Conviction

Under the Drug Free Workplace Act, all employees are required to notify Agency of any criminal drug statute conviction, for a violation occurring in the workplace, within five days after such conviction. Failure to comply with this provision shall result in termination. Agency will notify FTA of any employee criminal drug statute conviction within 10 days of notification of the conviction.

5.9 Application of the Policy

Agency is dedicated to assure fair and equitable application of its substance abuse policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this policy, or who is found to

deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination from employment.

5.10 Confidentiality

Agency affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential folder that will be kept under the control of the Drug & Alcohol Program Manager (DAPM). The reports or test results may only be disclosed without an employee's consent when

1. The information is compelled by law or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the employee and employer.

The employee must sign a release each time substance-testing information is released to subsequent employers or to any third party designated by the employee.

6.0 Procedures for Drug and Alcohol Testing

Urine drug testing and breath testing for alcohol shall be conducted as required by federal regulations. All applicants for safety-sensitive positions shall be subject to drug testing prior to employment or transfer into a safety-sensitive position. Safety sensitive employees shall be subject to drug and alcohol testing for reasonable suspicion, random selection, and following an accident as defined in this policy.

All testing shall be conducted in a manner to assure a high degree of accuracy and reliability using techniques, equipment, and laboratory facilities that have been approved by the U. S. Department of Health and Human Services (DHHS). All testing shall be conducted consistent with the procedures described in 49 CFR Part 40, as amended.

Drug Testing

The drugs that will be tested for are marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine specimen. For specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present

are above the minimum thresholds established in 49 CFR Part 40, as amended. All drug testing laboratory results will be released to and reviewed only by a qualified Medical Review Officer (MRO) to verify and validate test results. The MRO will release findings only to the Designated Employer Representative (DER). The MRO shall be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result. Before verifying that an employee has a positive test result, the MRO is responsible for contacting the employee, directly and confidentially, to determine whether the employee wishes to discuss the test or present a legitimate explanation for the positive result. *An MRO staff person may make the initial contact with the employee.* If, after reasonable efforts, the MRO is unable to reach the employee directly within 24 hours, the MRO may contact Agency's DER for assistance in contacting the employee. The DER will take maximum precautions to preserve the employee's confidentiality.

If, after making all diligent and reasonable efforts, neither the MRO nor the DER is able to contact the employee within ten (10) days of the date the MRO received the confirmed positive test result from the laboratory, the MRO may verify the test result as positive. The MRO may also verify the test result as positive if the employee does not contact the MRO within seventy-two (72) hours of being contacted by the DER, or the employee expressly declines the opportunity to discuss the test result. The MRO may reopen the verification of a positive test if the employee presents documentation of serious injury or illness or other circumstances that unavoidably prevented the employee from being contacted within the designated time period, and if the employee then presents a legitimate (in the MRO's opinion) explanation for the positive test, the MRO shall declare the test to be negative.

The MRO will review and interpret an individual's medical history (including any medical records and biomedical information provided), afford the individual an opportunity to discuss the test result, and then decide whether there is a legitimate medical explanation for the result, including legally prescribed medication.

The MRO can declare a test invalid or canceled based on the regulations specified in 49 CFR Part 40. A canceled/invalid test is considered neither a positive nor a negative test. An example of a canceled test is a urine sample being rejected by the laboratory. The MRO shall cancel the test and report the cancellation and the reasons for it to the employer and employee. Cancellations due to failure to reconfirm a split specimen will also be reported to the USDOT Office of Drug and Alcohol Policy and Compliance.

When the Medical Review Officer (MRO) reports a drug test result with a safety risk or concern due to medication(s) or medical conditions disclosed

by the employee to the MRO, the employee will be removed from safety-sensitive duty until the employee undergoes a fitness-for-duty examination by a physician designated by the Agency and is cleared by that physician to resume performance of safety-sensitive duties while continuing the use of prescribed medications. The examining physician must provide a written report of his/her findings to the Agency.

Specimen validity testing will be conducted on all urine specimens provided for testing under USDOT authority. Specimen validity testing is the evaluation of a specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to establish whether certain adulterants or foreign substances were added to the urine, if the urine was intentionally diluted or if the specimen was substituted.

Alcohol Testing

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). All breath alcohol test results will be reported only by a BAT to the Designated Employer Representative (DER). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test.

A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration measure of less than 0.02. The inability to perform a safety-sensitive duty due to an alcohol test result equal to or greater than 0.02 but less than 0.04 shall be considered an unexcused absence subject to Agency's disciplinary procedures.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and in violation of the requirements set forth in 49 CFR Part 655 for safety-sensitive employees.

6.1 Compensation for Substance Abuse Testing

Current agency employees will be considered on-duty for the purpose of compensation while taking a drug or alcohol test.

Drug and alcohol test costs will be paid by Agency for employees and applicants, except for split specimen testing as described in Section 6.2.

6.2 Split Specimen Testing

All safety-sensitive employees who question the results of a required drug test under this policy may request that *reconfirmation*

testing be conducted. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the original sample's verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. *Employees do not have access to a test of their split specimen following an invalid result.*

The employee pays all costs for such testing unless the result of the split sample testing *fails to reconfirm* the result of the original test. Under Agency authority, not the FTA's, the expense for the split specimen testing shall be borne by the employee and will be collected via a one-time payroll deduction after the employer receives the invoice for the split specimen result.

6.3 Pre-Employment Testing

All safety-sensitive position applicants shall undergo urine drug testing following the offer of employment or transfer into a safety-sensitive position. Receipt by the transit system of a negative drug test result is required prior to allowing the employee to perform safety-sensitive duties. Pre-employment drug tests will be administered after the applicant has signed both the "Request for Pre-Employment Positive Tests or Refusals to Test" form and the "Release of Information from Past Employers" form. All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655, as amended. Under Agency's "zero tolerance" policy, failure of a pre-employment drug test will disqualify the applicant from further employment opportunities with Agency.

Any applicant for a safety-sensitive position who has failed or refused a pre-employment test for another agency under DOT authority must show evidence of treatment. Should a safety-sensitive new hire be unavailable to perform job duties for a period of ninety (90) days or more following date of hire, the employee will be required to submit to a pre-employment drug screen prior to beginning safety-sensitive duties. Employees who do not perform safety-sensitive duties for ninety (90) days, and who have been removed from the testing pool, must pass a pre-employment drug test prior to resuming their safety-sensitive duties. Employees transferring into a safety-sensitive position will be required to pass a pre-employment drug test prior to performing the duties.

6.4 Reasonable Suspicion Testing

A drug and/or alcohol test will be conducted when Agency has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing shall be made on the basis of specific, contemporaneous, and articulable observations concerning appearance, behavior, speech, or body odors of the employee consistent with the short-term effects of prohibited drug abuse or alcohol misuse.

Reasonable suspicion alcohol testing can be conducted just before, during, or just after an employee performs safety-sensitive functions.

Reasonable suspicion referrals must be made by at least one supervisor or other authorized official who is trained on the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behaviors associated with drug use and/or alcohol misuse. Agency's "Reasonable Suspicion" form shall be completed by the official making the determination and a copy given to the employee.

6.5 Post-Accident Testing

All safety-sensitive employees shall be required to undergo a breath alcohol test and a urine drug test if they are involved in an accident, as defined by FTA regulations, associated with the operation of a revenue service vehicle (regardless of whether or not the vehicle is in revenue service) which results in one or more of the following:

1. A human fatality, which always requires a test
2. Injuries requiring immediate transportation to a medical treatment facility, unless employee can be completely discounted as a contributing factor to the accident
3. One or more vehicles incur disabling damage that requires towing from the site, unless employee can be completely discounted as a contributing factor to the accident.

Safety-sensitive employees on duty in the vehicle and any safety-sensitive employee whose performance could have contributed to the accident will be tested. Accident does not necessarily mean collision. If an individual falls on a vehicle and needs to be transported to a hospital, then an accident has occurred and a post-accident test is required unless the safety-sensitive employee can be completely discounted as a contributing factor to the accident.

This definition only applies to non-fatal accidents. Accidents with fatalities will always result in safety-sensitive employees being tested as outlined below.

Following an FTA accident, the safety-sensitive employee will be required to submit to an alcohol and drug test. (Post-Accident testing is stayed while an employee assists in resolution of the accident or receives medical attention following the accident.) However, employees must remain readily available during the time periods stated below. Post-accident testing will be done as soon as practicable, but no later than eight (8) hours after the accident for alcohol testing and thirty-two (32) hours after the accident for drug testing. Any alcohol test conducted after two (2) hours following an accident must be documented by a supervisor or other designated Agency official. An employee involved in an accident must not use alcohol until after the employee undergoes alcohol testing or eight (8) hours have elapsed, whichever occurs first. Attempts to conduct a post-accident alcohol test after eight (8) hours or a drug test after thirty two (32) hours must cease and documentation must be updated explaining the reason.

Nothing in Agency's policy shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, any employee who, under the above circumstance, fails to remain available for alcohol and drug testing (including notifying the Agency of his/her location), or who otherwise leaves the scene of the accident without appropriate authorization prior to alcohol and drug testing, will be considered to have refused the test.

49 CFR Part 40 allows Agency to acquire post-accident test results obtained by Federal, State, or local law enforcement personnel in instances when Agency is unable to conduct FTA-regulated post-accident testing. The results of a blood, urine or breath test for the use of prohibited drugs and alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test shall be considered to meet the FTA requirements provided such tests conform to the applicable Federal, State, or local testing requirements and that the test results are obtained by Agency.

6.6 Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and alcohol testing shall be made using a scientifically-valid method ensuring each covered employee

will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. The FTA determines the testing percentages annually.

A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

All safety-sensitive employees shall be placed in a common selection random pool. Each employee in this pool will be matched with a unique random selection number. Through the use of a computer-based random number generation program, the required number of persons will be selected for each testing cycle throughout the year. All employees in the pool will remain in the random selection pool at all times throughout the year regardless of whether or not they have been previously selected. Employees who are not available for testing during the testing period will be removed from the random pool prior to the random selection drawing. Agency's Drug and Alcohol Program Manager or Designated Employer Representative will access the names selected from the random pool.

Notification will be made to those who must submit a specimen or complete an alcohol breath test. The employee shall be immediately escorted or directed to the collection site for the test. As soon as the urine specimen is collected or breath test is completed, the employee will be required to return to work as scheduled, unless the breath test is 0.02 or greater.

6.7 Return-To-Duty Testing

There shall be no Return-to-Duty testing as defined by FTA regulations for safety-sensitive employees who have confirmed positive results for drug or alcohol tests. Agency has a "zero tolerance" policy, and employees who test positive for drugs or alcohol will be terminated.

6.8 Follow-Up Testing

There shall be no Follow-Up testing as defined by FTA regulations for safety-sensitive employees who have confirmed positive results for drug or alcohol tests. Agency has a "zero tolerance" policy, and employees who test positive for drugs or alcohol will be terminated.

7.0 Substance Abuse Professional (SAP) Referral and Evaluation

Employees who test positive for substance abuse or alcohol misuse, as set forth in 49 CFR Part 40, as amended, shall be referred to a Substance Abuse Professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol or drug-related disorders. The SAP will make an evaluation to determine what assistance is needed to address prohibited drug abuse and/or alcohol misuse problems.

8.0 Positive Test Consequences

Agency maintains a “zero tolerance” policy for the following types of tests: pre-employment, post-accident, random, and reasonable suspicion. Under Agency’s authority, any employee who tests positive on a drug or alcohol test will be terminated.

9.0 Designated Contacts for Additional Information

A complete copy of 49 CFR Part 40, as amended, and 49 CFR part 655, as amended, shall be available for review in the Drug and Alcohol Program Manager's office. Questions regarding any aspect of Agency's Substance Abuse Testing Program should be addressed to the following transit system representatives:

Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER)

Name: Cindy Smith
Title: Transit Administrative Supervisor
Address: 110 S. Gee St. Jonesboro, AR 72401
Telephone Number: (870)935-5387
FAX Number: (870)933-5649

Alternate DAPM and DER

Name:
Title:
Address:
Telephone Number:
FAX Number:

Medical Review Officer (MRO)

Name: Dr. Natatlie Hartenbaum
Title:
Address: P.O. Box 197, Dresher, PA 19025
Telephone Number: (215)646-2205

Substance Abuse Professional (SAP)

Name: ATA provided list of SAP available in AR
Title:
Address:
Telephone Number:
FAX Number:

Collection Site(s)

Name: EMSI
Title:
Address: 1845 Mt. Moriah Blvd
Telephone Number: (901)682-4006
FAX Number:

10.0 TRANSIT AGENCY Safety-Sensitive Positions

Revised: [June 12, 2009]

Transit:

- Fixed Route Bus Operator (Full-Time)
- Fixed Route Bus Operator (Part Time)
- Fixed Route Dispatcher
- Operational Transit Supervisor
- Administrative Transit Supervisor
- Transit Coordinator

Paratransit:

- Paratransit Bus Operator (Full-Time)
- Paratransit Bus Operator (Part-Time)
- Paratransit Dispatcher (Full-Time)
- Paratransit Dispatcher (Part-Time)

Maintenance:

- Mechanic
- Maintenance Transit Clerk/driver

11.0 Governing Board Resolution Adopting Agency's Substance Abuse Testing Program Policy

RESOLUTION

WHEREAS, the City Council of Jonesboro, Arkansas _of the Jonesboro Economical Transit System is dedicated to providing safe and dependable passenger transportation services; and

WHEREAS, it is our policy to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner and that our workplace environment is free from the adverse effects of drug abuse or alcohol misuse; and

WHEREAS, it is also our policy that the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited and that we encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affects their ability to perform their assigned duties; and

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration has mandated a compliant Drug and Alcohol Testing Program regulated by 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended, for safety-sensitive employees of public transportation agencies as a condition of federal funding; and

WHEREAS, the attached Drug and Alcohol Testing Program Policy meets the requirements of the FTA regulations;

THEREFORE, IT IS RESOLVED, that the City Council of Jonesboro, Arkansas of Jonesboro Economical Transit System, hereby adopts the attached Substance Abuse Testing Program Policy revised June 9, 2009, in compliance with FTA regulations.

Adopted this _____ day of _____, 2009.

Harold Perrin, Mayor
City of Jonesboro

ATTEST:

Donna K. Jackson, CMC, City Clerk



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:101

Introduced: 6/19/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO RENEW THE CONTRACT WITH THE RED CROSS TO USE
COMMUNITY CENTERS AS SHELTERS

Body

WHEREAS, the City of Jonesboro is the owner of certain public amenities known as the Parker Park Community Center located at 1522 N. Church, The Earl Bell Community Center located at 1212 S. Church Street, the Allen Park Community Center located at 3609 Race St and the E. Boone Watson Community Center located at 1005 Logan Ave.; and

WHEREAS, The American Red Cross has been chartered by the United States Congress to carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same; and

WHEREAS, The American Red Cross is seeking facilities in Craighead County to provide shelters for relief during such calamities and the City of Jonesboro Community Centers have the qualities of a good shelter;

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

Section 1: That the City of Jonesboro shall enter into a contract with the Red Cross designating the Parker Park Community Center, The Earl Bell Community Center, The Allen Park Community Center and The E. Boone Watson Community Center American Red Cross emergency shelters.

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

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: Earl Bell Community Center or E. Boone Watson Center or Parker Park Community Center or Allan Park Community Center
Chapter: Northeast Arkansas Chapter
24-Hour Point of Contact:
Name and title: Jason Wilkie
Work phone: 870-933-4604 Cell phone/pager: 870-935-3553, 870-930-7098
Address for Legal Notices:
1212 S. Church or 1005 Logan Ave. or 1522 N. Church or 3609 Race St.
Jonesboro, Arkansas 72401

Red Cross:

Legal name: The American National Red Cross
Chapter: Northeast Arkansas Chapter
24-Hour Point of Contact:
Name and title: Eileen Allen, Disaster Services Coordinator
Work phone: 870-932-3212 Cell phone/pager: 870-243-7320
Address for Legal Notices:
305 West Jefferson
Jonesboro, Arkansas 72401

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

<u>Earl Bell Community Center</u>	<u>E. Boone Watson Center</u>	<u>Parker Park Community Center</u>
<u>1212 S. Church</u>	<u>1005 Logan Ave.</u>	<u>1522 N. Church</u>

Jonesboro, Arkansas 72401 Jonesboro, Ar. 72401 Jonesboro, AR 72401

Allan Park Community Center, 3609 Race St. Jonesboro, AR 72401

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Earl Bell ,Parker Park and Allan Park
Community Centers, E. Boone Watson Center
Owner (legal name)

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

By (signature)

Name (printed)

Name (printed)

Title

Title
+

Date

Date



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:102

Introduced: 6/19/2009

Current Status: Recommended to
Council

Version: 2

Matter Type: Resolution

Title

A RESOLUTION TO ACCEPT BIDS FOR INSTALLATION OF PLAYGROUND
EQUIPMENT AT OPTIMIST PARK

Body

WHEREAS, the City of Jonesboro owns and maintains Optimist Park located at 1504 W.
Nettleton; and

WHEREAS, the City of Jonesboro has purchase playground equipment to be installed at
Optimist Park; and

WHEREAS, requests for proposals were sent out and the bidder selected was Doyle Morrison
Construction with a bid of \$25,750.00; and

WHEREAS, money was budgeted in the 2009 Budget, Capital Improvement Fund for Projects
In Process under line item "Optimist Park/Fire Station #2."

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

Section 1: The City of Jonesboro accepts the low bid of \$25,750.00 from Doyle Morrison
Construction for the installation of a playground at Optimist Park.

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



Budgeted Amount \$40,000.00

Opened by S A Kent
 Tabulated by Tcooper

Bid #: 2009:29
 Date: 07/01/09

DIVISIONS/DEPARTEMENT: Parks	Cunningham Associates, Inc.	Cameron Construction	Noahs	Doyle Morrison Construction	Custom Playgrounds, Inc.	Woods Construction	
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Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	1	Install Optimist Park Playground		No Bid		40,095.24		55,000.00		25,750.00		32,200.00		39473.7
		Estimated completion time (days)				30 days		30 days		20 days		7 days		16 days
		Liability Insurance attached?				Yes		Yes		Yes		Yes		No
		Ar Contractor's License?				Yes		Yes		Yes		No		No
		References?				No		Yes		Yes		Yes		No
		Certified Playground Installer				Yes		No		Yes		Yes		Yes



OPTIMIST PARK

JONESBORO, AR

12620903-2-8

11/21/2008

ARKOMA
PLAYGROUNDS & SUPPLY



slr
landscape
structures™



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:108

Introduced: 7/1/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO SUPPORT THE PRELIMINARY BUDGET FOR THE DESIGN AND CONSTRUCTION OF A NEW CITY STREET, SANITATION, JETS, AND FLEET MAINTENANCE FACILITY

Body

WHEREAS, there is a need for a new City Street, Sanitation, JETS, and Fleet Maintenance facility in the City of Jonesboro;

WHEREAS, the Building Facilities Committee has prepared an itemized budget for the new facility (attachment);

WHEREAS, the Building Facilities Committee estimates design and construction of the new facility to cost \$5,250,000;

WHEREAS, the funding for the construction of this facility could be allocated over a three year period;

WHEREAS, \$2,000,000 has been included in the current 2009 budget and the remaining could be included in the 2010 and 2011 budget cycles;

WHEREAS, support of this proposed budget of \$5,000,000 is needed to ensure that the new City Street, Sanitation, JETS, and Fleet Maintenance Facility (including architectural design and construction) is completed in a timely and efficient manner.

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

Section 1: That City Council of the City of Jonesboro does hereby endorse the preliminary budget of \$5,000,000 for the design and construction of a new City Street, Sanitation, JETS, and Fleet Maintenance facility.

ITEMIZED COST ESTIMATE FOR NEW
STREET, SANITATION, JETS, AND FLEET MAINTENANCE FACILITY

7/7/2009

ITEM	QTY	UNIT	UNIT COST	ESTIMATED COST
Administration Building	10,000	SF	\$ 130.00	\$ 1,300,000.00
Maintanance Building	12,000	SF	\$ 85.00	\$ 1,020,000.00
Warehouse Building	5,000	SF	\$ 55.00	\$ 275,000.00
Wash Building	3,000	SF	\$ 50.00	\$ 150,000.00
Police Storage		SF		\$ -
Asphalt Paving	3,194	TONS	\$ 55.00	\$ 175,670.00
SB-2	22,325	TONS	\$ 16.00	\$ 357,200.00
Curb & Gutter	6,154	LF	\$ 13.00	\$ 80,002.00
Chain Link Fence	2,520	LF	\$ 25.79	\$ 64,990.80
Dirtwork	1	LS	\$ 400,000.00	\$ 400,000.00
Fuel Center	1	LS	\$ 350,000.00	\$ 350,000.00
Subtotal				\$ 4,172,862.80
Jets Facility	5,000	SF	\$ 150.00	\$ 750,000.00
Subtotal				\$ 4,922,862.80
Design Fee	5.75%			\$ 283,064.61
TOTAL				\$ 5,205,927.41



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:109

Introduced: 7/1/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO EXECUTE THE
RELEASE FOR JAMESTOWN MANOR SUBDIVISION PHASE II

Body

WHEREAS, the developer, SCS Development LLC, of Jamestown Manor Subdivision Phase II
has been found in default;

WHEREAS, Jamestown Manor Subdivision Phase II lacks the second lift of asphalt;

WHEREAS, a Performance Bond issued by Employers Mutual Casualty Company (EMC) was
posted by the developer in the amount of \$22,880.00 to guarantee completion of this work;

WHEREAS, EMC has agreed to pay the entire penal sum of the bond in the amount of
\$22,880.00 to settle and compromise the City of Jonesboro's claim in order to avoid the risk
and expense of protracted litigation;

WHEREAS, EMC will release \$22,880.00 to the City of Jonesboro upon execution by the City
of Jonesboro of the attached Release.

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

Section 1: The Mayor and the City Clerk are hereby authorized by the City Council for the City
of Jonesboro to execute all documents necessary to effectuate this release.

RELEASE

This Release is made, executed and entered into this ____ day of _____, 2009, by the City of Jonesboro, Arkansas ("Jonesboro") for the use and benefit, and on behalf of, SCS Development, LLC ("SCS") and Employers Mutual Casualty Company ("EMC").

RECITALS:

A. On November 1, 2006, SCS and EMC executed and delivered a Performance Bond in the penal sum of \$22,880.00 ("Performance Bond") for the use and benefit of Jonesboro in connection with the construction or supply of a second layer of asphalt for Jamestown Manor Subdivision, Phase II, Jonesboro, Arkansas ("Project"), and

B. Jonesboro has asserted claims alleged to arise under the Performance Bond, as more specifically set forth in letters from Jonesboro dated 8/9/07, 7/21/08, 8/27/08, 11/24/08 and 4/21/09 ("Performance Bond Claims"), and

C. SCS and EMC have denied, and continue to deny, all liability and responsibility for the Performance Bond Claims, and

D. While reserving all rights, claims and defenses, SCS and EMC have agreed to pay, and Jonesboro has agreed to accept, a payment of \$22,880.00, representing the entire penal sum of the Performance Bond, to settle and compromise the Performance Bond Claims, in order to avoid the risk and expense of protracted litigation.

AGREEMENT:

1. RELEASE AND DISCHARGE BY JONESBORO.

1.1 In consideration for the payment of Twenty-Two Thousand Eight Hundred Eighty and 00/100 Dollars (\$22,880.00), the receipt and sufficiency of which is hereby acknowledged, Jonesboro hereby completely releases and forever discharges SCS and EMC of and from any and all past, present and future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, whether based on a tort, contract, contribution among tortfeasors or any other theory of recovery, which Jonesboro now has, or which may hereafter accrue or otherwise be acquired on account of, or in connection with, the Project or the Performance Bond, including, but not limited to, the Performance Bond Claims.

1.2 Contemporaneously with the execution of this Release, Jonesboro is returning the original Performance Bond and attached Power of Attorney to EMC for cancellation.

1.3 This release and discharge shall also apply to SCS's and EMC's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors and successors-in-interest, and assigns, and all other persons, firms or corporations with whom either of them have been, are now, or may hereafter be, affiliated.

1.4 This Release, on the part of Jonesboro, is a fully binding and complete settlement among Jonesboro, SCS and EMC, and Jonesboros assigns and successors.

1.5 Jonesboro acknowledges and agrees that the release and discharge set forth herein is a general release. Jonesboro expressly waives and assumes the risk of any and all claims for damages which existed as of this date, but of which Jonesboro does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, in which, if known, would materially affect Jonesboro's decision to enter into this Release. Jonesboro further agrees that Jonesboro has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. Jonesboro assumes the risk that the facts or law may be other than Jonesboro believes. It is understood and agreed to by Jonesboro that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of SCS or EMC, by whom liability is expressly denied.

2. **ATTORNEY'S FEES.**

Jonesboro shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this Release, the matters and documents referred to herein, and all related matters.

3. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.**

In entering into this Release, Jonesboro represents that it has relied upon the advice of its own counsel, who is the counsel of its own choice, concerning the legal and income tax consequences of this Release; that the terms of this Release have been completely read and explained to it by its counsel; and that the terms of this Release are fully understood and voluntarily accepted by it.

4. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.**

Jonesboro represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Release; that Jonesboro has the sole right and exclusive authority to execute this Release and accept the consideration specified herein; that the person signing this Release on behalf of Jonesboro is fully authorized and empowered to bind it to the terms of this Release; and that Jonesboro has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

5. **GOVERNING LAW.**

This Release shall be construed and interpreted in accordance with the laws of the State of Arkansas.

6. **ADDITIONAL DOCUMENTS.**

Jonesboro agrees to cooperate fully and to execute any and all supplementary documents and to take all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

7. **ENTIRE AGREEMENT AND SUCCESSORS-IN-INTEREST.**

This Release contains the entire agreement of Jonesboro with regard to the matters set forth herein, and shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of SCS and EMC.

8. **EFFECTIVENESS.**

This Release shall become effective immediately following execution by Jonesboro.

CITY OF JONESBORO, ARKANSAS

BY: _____
HAROLD PERRIN, MAYOR



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:048

Introduced: 7/13/2009

Current Status: First Reading

Version: 1

Matter Type: Ordinance

Title

AN ORDINANCE TO AMEND THE 2009 ANNUAL BUDGET AND THE PAY PLAN FOR THE CITY OF JONESBORO TO ADD THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE COMMUNITY DEVELOPMENT DEPARTMENT

Body

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Community Development Department, that the position of Administrative Assistant be added;

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

SECTION 1: The annual 2009 budget of the City of Jonesboro is amended by the addition of one Administrative Assistant, Grade 12 Step 6 in the amount of \$30,922.24.

SECTION 2: The City Pay Plan is amended to include the position of Administrative Assistant in the Community Development Department.

SECTION 3: This ordinance being necessary to provide more effective and efficient service to the City of Jonesboro, an emergency is declared to exist and this ordinance shall take effect from and after its passage and approval.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:049

Introduced: 7/15/2009

Current Status: First Reading

Version: 1

Matter Type: Ordinance

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, 00 be amended by the change in zone district boundaries as follows:

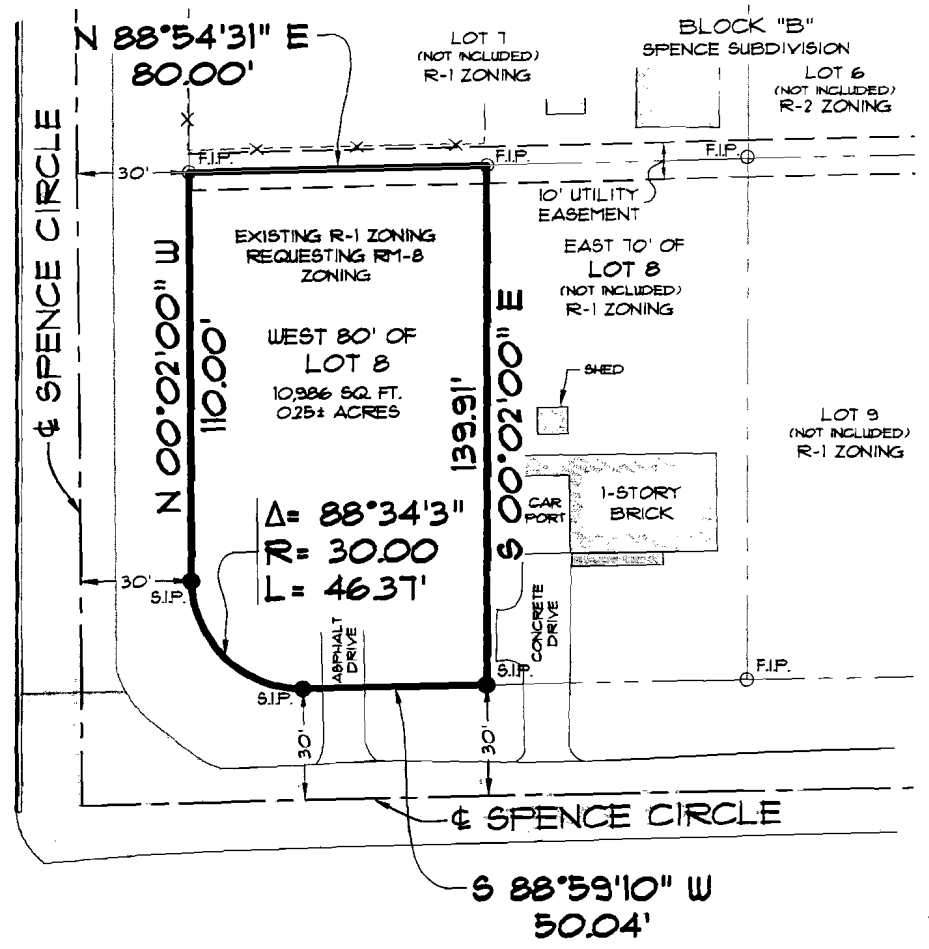
From R-1, Single Family Residential to RM-8, Multi-Family Low Density District (For 1-Duplex)

LEGAL DESCRIPTION

THE WEST 80 FEET OF LOT 8, BLOCK "B", SPENCE SUBDIVISION, JONESBORO, ARKANSAS, AS RECORDED IN BOOK 123 PAGE 232 IN THE OFFICE OF THE CIRCUIT COURT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

CONTAINING IN ALL 10,986 SQ. FT. OR 0.25 ACRES, MORE OR LESS.

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

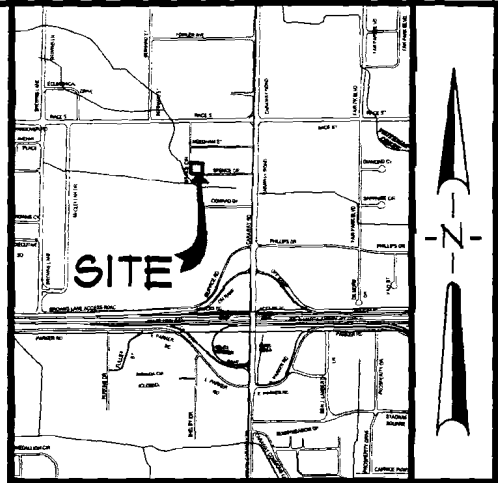


DESCRIPTION

THE WEST 80 FEET OF LOT 8, BLOCK "B", SPENCE SUBDIVISION, JONESBORO, ARKANSAS, AS RECORDED IN BOOK 123 PAGE 232 IN THE OFFICE OF THE CIRCUIT COURT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

CONTAINING IN ALL 10,986 SQ. FT. OR 0.25 ACRES, MORE OR LESS.

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



OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY AS DESCRIBED HEREON, AND THAT I REQUEST THE ZONING CHANGE AS NOTED.

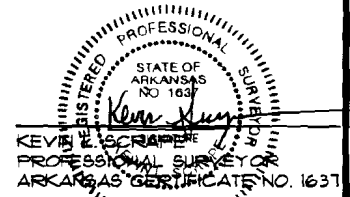
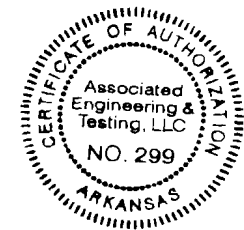
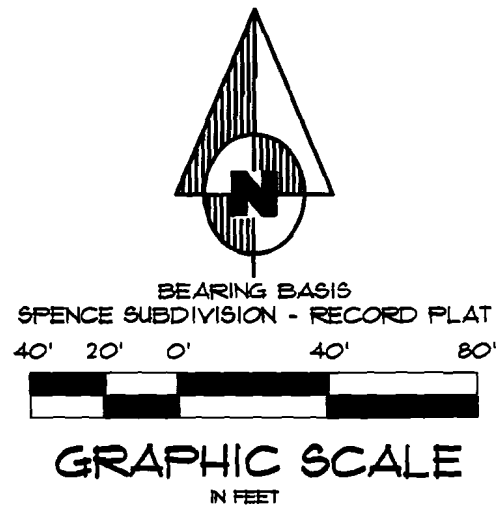
Bill Brand
BILL BRAND, OWNER

VICINITY SKETCH
NOT TO SCALE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 06/29/09



NOTE: TO BE VALID, COPIES MUST HAVE ORIGINAL SURVEYOR'S SIGNATURE AND SURVEYOR'S SEAL.

LEGEND

- BOUNDARY LINE
- ADJACENT LOT LINES
- EASEMENT LINES
- FOUND IRON PIPE
- SET 1 1/4" IRON PIPE W/ PLS #637 CAP
- EXISTING FENCE LINE

SURVEYOR'S NOTES

1. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF BILL BRAND AND IS NOT ASSIGNABLE.

REV	DATE	REVISIONS	DRAWN	CHK'D

ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
 103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
 PH: 870-932-3594 FAX: 870-935-1263

BILL BRAND
REZONING PLAT
 WEST 80' OF LOT 8, BLK "B", SPENCE SUBDIVISION
 JONESBORO, ARKANSAS

DRAWN: CCH	CHECKED: KLS	DATE: 06/29/09	SHEET
SCALE: 1" = 40'	CADD FILE: 09147-002	DWG#: 0414292.0023	1 OF 1



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:032

Introduced: 3/3/2009

Current Status: Recommended Under
New Business

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO Condemn property at 1014 S. Madison

Body

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all the stipulations have been met in the condemnation process to proceed with condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT: the City should proceed with the condemnation of the property at: 1014 S. Madison



DEPARTMENT OF PLANNING, INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION: 10-22-08
 PROPERTY ADDRESS: 1014 S. Madison
 PROPERTY OWNER: MARGARET BAKER
 OCCUPIED: YES NO

BUILDING ELEMENT	CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation	①	2	3	4	5	BROKEN & FALLING OUT
Front Porch	①	2	3	4	5	ROTTEN
Exterior Doors and Windows	①	2	3	4	5	BROKE WOOD FRAMES ROTTEN
Roof Underlay	①	2	3	4	5	ROTTEN FALLING
Roof Surface	①	2	3	4	5	" " "
Chimney	1	2	3	4	5	N/A
Siding	1	②	3	4	5	WOOD SIDING ROTTEN DETERIORATED
Facia and Trim	①	2	3	4	5	ROTTEN FALLING OFF
Interior Doors	1	2	3	4	5	} could not access, looked thru windows, HAS wall damage & interior trim damage
Interior Walls	1	2	3	4	5	
Ceilings	1	2	3	4	5	
Flooring Underlay	1	2	3	4	5	
Flooring Surfaces	1	2	3	4	5	
Electrical	①	2	3	4	5	} All code issues not up to code's
Heating	①	2	3	4	5	
Plumbing	①	2	3	4	5	

In my opinion, this structure is is not suitable for human habitation.
 In my opinion this structure is is not physically feasible for rehabilitation.
 In my opinion, this structure is is not economically feasible for rehabilitation.
 In my opinion, this structure is is not a public safety hazard and should be condemned.

SAFETY & HEALTH ISSUES

EMERGENCY CONDEMNATION IS WARRANTED: YES NO

In my opinion, this structure is is not a public safety hazard and should be condemned immediately.

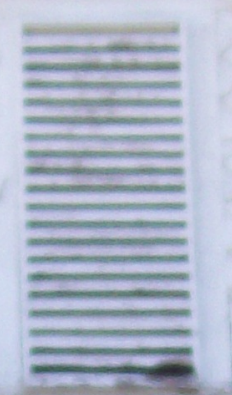
Terry Adams
 Terry Adams, Certified Building Inspector Craig Davenport, Fire Marshal Other Signature

CONDEMNATION CHECKLIST

Property Address: 1014 Madison Phone: _____
 Property Owner: Margaret Imogene Baker Phone: _____
 Owner's Address: 2120 Rich Cv Fax: _____
Jonesboro, AR 72401-5647

	BEGINNING DATE	ENDING DATE	ACTION
<input checked="" type="checkbox"/>	<u>10/22/08</u>	<u>10/22/08</u>	1. Identify structure unfit for human habitation.
<input checked="" type="checkbox"/>	<u>10/22/08</u>	<u>10/22/08</u>	2. Inspect Property. (Condemnation Officer & Building Inspector) <input checked="" type="checkbox"/> a. Prepare inspection report. <input checked="" type="checkbox"/> b. Photograph property.
<input checked="" type="checkbox"/>	<u>10/22/08</u>	<u>10/22/08</u>	3. Determine ownership from county assessment & tax collection record.
<input checked="" type="checkbox"/>	<u>11/7/08</u>	<u>11/7/08</u>	4. Obtain legal description.
<input checked="" type="checkbox"/>	<u>11/7/08</u>	<u>11/7/08</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input checked="" type="checkbox"/>	<u>12/2/08</u>	<u>12/2/08</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner with 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/>	_____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/>	_____	_____	8. Send 20-day pre-notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/>	_____	_____	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Arkansas. 1) Post affidavit in newspaper once a week for two consecutive weeks
<input type="checkbox"/>	_____	_____	2) Attorney ad litem appointed to notify defendant.
<input type="checkbox"/>	_____	_____	9. Post sign on the property advising date the City Council will consider condemnation of the structure.
<input type="checkbox"/>	_____	_____	10. Photograph posted sign.
<input type="checkbox"/>	_____	_____	11. Prepare information packet for each City Council member, plus one each for Mayor & City Attorney consisting of: <input type="checkbox"/> a. Location map <input type="checkbox"/> b. Photographs of the structure <input type="checkbox"/> c. Inspection report <input type="checkbox"/> d. Pre-condemnation notice <input type="checkbox"/> e. Condemnation resolution

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/>	_____	12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
<input type="checkbox"/>	_____	13. City Council adopts condemnation resolution.
<input type="checkbox"/>	_____	File certified copy of Condemnation Resolution with Circuit Clerk.
<input type="checkbox"/>	_____	14. Clerk.
<input type="checkbox"/>	_____	15. Send owner(s) & other vested interests the following:
		<input type="checkbox"/> a. Copy of the City Council resolution.
		<input type="checkbox"/> b. 30-day notice to cure through repair, demolition or with inspector's approval, board & secure for stated period of time.
<input type="checkbox"/>	_____	16. Post 30-day notice to cure on structure.
<input type="checkbox"/>	_____	17. Photograph posted notice.
<input type="checkbox"/>	_____	18. Evaluate status of owner's action on 31 st day after Notice to Cure was issued. If no action taken by owner, proceed with demolition.
<input type="checkbox"/>	_____	19. Determine presence of asbestos & dangerous mold. If present, prepare a removal plan.
<input type="checkbox"/>	_____	20. Obtain three demolition bids.
<input type="checkbox"/>	_____	21. Notice of Intent with ADEQ
<input type="checkbox"/>	_____	22. Notify utility companies to disconnect & remove service from structure for safe demolition.
<input type="checkbox"/>	_____	23. Issue Notice to Proceed to demolition contractor.
<input type="checkbox"/>	_____	24. Prepare demolition cost statement consisting of:
	_____	<input type="checkbox"/> a. Mailing fees
	_____	<input type="checkbox"/> b. Publication fees
	_____	<input type="checkbox"/> c. Demolition costs
	_____	<input type="checkbox"/> d. Asbestos and/or dangerous mold testing fee
	_____	<input type="checkbox"/> e. Asbestos and/or dangerous mold removal fee
	75.00	<input checked="" type="checkbox"/> f. Title search fee
	_____	<input type="checkbox"/> g. Landfill tipping fees(if not included with demolition contract)
	_____	<input type="checkbox"/> h. Photograph costs
	_____	<input type="checkbox"/> i. Attorney fees
	_____	<input type="checkbox"/> j. Filing fees for Circuit Clerk
	_____	<input type="checkbox"/> k. Any documentation miscellaneous costs
	_____	<input type="checkbox"/> l. Send Total to City Collector for billing to owners
TOTALS=	_____	
<input type="checkbox"/>	_____	25. Send a letter & cost statement to the City Attorney requesting a tax lien be placed on the property.



1014

10/22/2008



10/22/2008



10/22/2008



10/22/2008