



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, May 6, 2014

5:30 PM

Municipal Center

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

City Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

Regarding the request by Mr. Elvis Burks to establish a taxicab service

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

[COM-14:041](#) Motorcycle Awareness Month proclamation by Mayor Perrin

Sponsors: Mayor's Office

[COM-14:045](#) Proclamation by Mayor Perrin to the Nettleton High School Thespian Troupe 6377

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

[MIN-14:039](#) Minutes for the City Council meeting on April 15, 2014

Attachments: [Minutes](#)

[RES-14:036](#) A RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE MAYOR/CITY COUNCIL ESTABLISHING A PROCEDURE FOR FILLING A VACANCY IN AN ALDERMAN POSITION

Legislative History

4/15/14	Nominating and Rules Committee	Recommended to Council
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[RES-14:037](#) A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT

Sponsors: Mayor's Office

Attachments: [Exhibit A](#)

[Exhibit B](#)

[Property Damage - Easement Agreement](#)

Legislative History

4/22/14 Finance & Administration Recommended to Council
Council Committee

RES-14:039

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM

Sponsors: Grants

Attachments: [Agreement](#)

[Completed_2014 Altria NGO Agreement \(Part 1 of 3\)- City of Jonesboro.docx](#)

Legislative History

4/22/14 Finance & Administration Recommended to Council
Council Committee

RES-14:046

RESOLUTION FOR CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR PURPOSES OF A NATIONAL SCENIC BYWAYS GRANT PROJECT AT CRAIGHEAD FOREST PARK

Sponsors: Grants

Attachments: [Agreement.pdf](#)

Legislative History

4/22/14 Finance & Administration Recommended to Council
Council Committee

RES-14:048

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC FOR THE PURPOSES OF EXPENDING APPROVED CDBG FUNDS

Sponsors: Grants

Attachments: [Hispanic Service Center Agreement Revised 4_18_2014.pdf](#)

Legislative History

4/22/14 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

COM-14:042

Decision by the City Council regarding the request by Mr. Elvis Burks to establish a taxicab service

Attachments: [Request letter](#)

[Business License Application](#)

RES-14:049

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF

A 10' UTILITY EASEMENT LOCATED EAST OF COMMERCE DRIVE AS REQUESTED BY STEPHEN SOUTHARD

Attachments: [Engineering & Planning Dept Letter](#)
[Petition](#)
[Plat](#)
[Utility Letters](#)

ORDINANCES ON FIRST READING

ORD-14:022 AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Attachments: [Presentation](#)

EMERGENCY CLAUSE

Legislative History

4/15/14	City Council	Referred to the Finance & Administration Council Committee
4/22/14	Finance & Administration Council Committee	Recommended to Council

ORD-14:023 AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE POLICE DEPARTMENT BUDGET

Sponsors: Finance

Legislative History

4/22/14	Finance & Administration Council Committee	Recommended to Council
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ORD-14:024 AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE ENGINEERING DEPARTMENT'S BUDGET

Sponsors: Finance

Legislative History

4/22/14	Finance & Administration Council Committee	Recommended to Council
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7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-14:021 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LANE AND 2008 & 2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY

JOHNSON/RICKIE SUMMERS/LORRIE BEASON

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

Legislative History

4/15/14 City Council Waived Second Reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:041 **Version:** 1 **Name:** Motorcycle Awareness Month proclamation
Type: Other Communications **Status:** To Be Introduced
File created: 4/4/2014 **In control:** City Council
On agenda: 5/5/2014 **Final action:**
Title: Motorcycle Awareness Month proclamation by Mayor Perrin
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Motorcycle Awareness Month proclamation by Mayor Perrin



Legislation Details (With Text)

File #: COM-14:045 **Version:** 1 **Name:** Proclamation to Nettleton High School Thespian Troupe 6377
Type: Other Communications **Status:** To Be Introduced
File created: 4/22/2014 **In control:** City Council
On agenda: **Final action:**
Title: Proclamation by Mayor Perrin to the Nettleton High School Thespian Troupe 6377
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Proclamation by Mayor Perrin to the Nettleton High School Thespian Troupe 6377



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:039 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/16/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on April 15, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on April 15, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, April 15, 2014

5:30 PM

Municipal Center

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

NOMINATING & RULES COMMITTEE SPECIAL CALLED MEETING AT 5:20 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

4. SPECIAL PRESENTATIONS

COM-14:035 Presentation by Sadey Bowen to Miracle League

Sponsors: Mayor's Office

Ms. Pam Hogue, principal at Weiner Elementary School, stated the elementary school sold t-shirts and did a penny drive to raise money for the Miracle League in honor of Sadey Bowen. They presented the Mayor with a check for \$1,200.

This item was Read.

COM-14:036 Presentation by Michelle Cadle (Weiner Pig Roast) donation to Miracle League

Sponsors: Mayor's Office

Ms. Cadle presented Softball Coordinator Sharon Turman with a check for \$19,696.63 from the proceeds from the 2nd Annual Pig Roast. Mayor Perrin commended them for their work with the pig roast and noted that it grows every year. He added the opening day for the Miracle Field will be September 13th.

This item was Read.

COM-14:033 Presentation by Travis Brooks from the MPO Department on traffic and streets

Sponsors: Mayor's Office

Attachments: [Presentation](#)
[2014 Jonesboro Area Traffic Report](#)

Mr. Brooks made a presentation concerning traffic in the City of Jonesboro. He explained the MPO is working with the city to devise traffic plans for the greater Jonesboro area and to coordinate federal funds for traffic. Mr. Brooks stated nationally people are driving less, but that trend is not reflected in Craighead County. Craighead County, however, is experiencing less rural travel possibly because people are moving to more populated areas. He noted the report is on their website.

Councilman Woods referred to a recent Arkansas Municipal League Conference meeting that indicated a possible reason for the decline of drivers is due to baby boomers and younger drivers being more active with social media, causing them to drive less. Mr. Brooks agreed, adding licensing rates with teenagers have gone down recently. He noted people are also not driving as much due to the increase in online shopping as opposed to driving to a shopping center to shop. He reiterated those trends are national, but not shown in Craighead County data. He added those topics are important to keep in mind, though, for future planning to make sure the city is making wise infrastructure investments.

Councilman Street questioned the status of an eastern bypass for the city. Mayor Perrin explained they are looking at alternatives for the I-555 project due to anticipation that they will not be able to fund that project. But, they will be discussing it with the Highway Department during a meeting tomorrow. It was indicated to them during a recent trip to Washington D.C. that they will not be able to receive Tiger funding for the I-555 project due to the \$37.5 million cost. As a result, they are looking at an overpass on Highland Drive. Regarding the eastern bypass, they will look at that project later this year or in 2015 and decide how to pay for it.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Approve the Consent Agenda. The motioned PASSED

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

MIN-14:035 Minutes for the City Council meeting on April 1, 2014

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-14:022 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Sponsors: Engineering

Attachments: [2014 Agreement](#)

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

Enactment No: R-EN-035-2014

RES-14:028 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VALLEY VIEW MANOR SUBDIVISION, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

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

Enactment No: R-EN-036-2014

RES-14:029 AN RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 1506 N. CHURCH STREET FOR THE CITY OF JONESBORO.

Sponsors: Building Maintenance

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

Enactment No: R-EN-037-2014

RES-14:035 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 508 FRONT STREET FOR THE CITY OF JONESBORO

Sponsors: Building Maintenance

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

Enactment No: R-EN-038-2014

6. NEW BUSINESS

COM-14:039 Request to set a public hearing to review the application by Elvis Burks to establish a taxicab service

Attachments: [Request Letter](#)
[Business License Application](#)

Councilman Street motioned, seconded by Councilman Moore, to set the hearing for May 6, 2014, at 5:20 p.m. All voted aye.

ORDINANCES ON FIRST READING

ORD-14:021 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LANE AND 2008 & 2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY JOHNSON/RICKIE SUMMERS/LORRIE BEASON

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

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

Councilman Moore asked if there have been any objections to the rezoning. City Planner Otis Spriggs stated there was one person who contacted their office since the MAPC meeting. But, he does not believe they are in attendance at the meeting.

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, to suspend the rules and Waive Second Reading . The motion PASSED with the following vote.

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

ORD-14:022

AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Mayor Perrin informed the Council that this ordinance should have been put on the Finance agenda, not the Council agenda. He asked the Council to refer the ordinance back to the Finance Committee.

A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, that this matter be Referred to the Finance & Administration Council Committee. The motion PASSED with the following vote:

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They will meet with the Highway Department tomorrow about future projects, including I-555. They received approval to transfer \$700,000 from the Medical Mile project to fund a ten foot walking and bike trail around Craighead Forest Park Lake.

The West End and Fairview Addition Neighborhood Communities held cleanups in their areas recently. He drove around those areas and they look great. He congratulated those areas for their work. Scenic Hills will hold their cleanup on May 3rd. He thanked the Sanitation Department for their help with these cleanups.

They will be doing demolition at the old YMCA facility. They are waiting on a response from ADEQ concerning the asbestos study before they can move forward with construction. They will do construction in three phases based on funding. Phase one will construct city offices as well as a room available for renting. Phase two will include looking at the cost of renovating the courts and some other areas. Funding for the construction will come from federal funding as well as Parks & Tourism funding.

They met with the EPA during their Washington D.C. trip. Mary Hanes, an EPA representative for this district, will be visiting Jonesboro next Wednesday in order to look at cleaning up the Wolverine property and devise a map to cleanup other areas in the city.

The attorney with Wolverine has verbally agreed to their contract, as well as Wolverine paying their part of the back taxes on the property. He hopes to hear from them this week in order to set a date to close on the property. Councilman Frierson questioned whether the city will receive all of Wolverine's property. Mayor Perrin answered yes, including a warehouse towards Bay.

Construction on the Greenway should be done in August. That will take the Greenway to Nettleton Avenue.

Playground equipment will be installed at the Miracle League Field in May. The surfacing on the field will happen in June. The project is moving along well.

The floor is down at the Earl Bell Community Center. They hope the air conditioning will go in this week and then they will stripe the flooring. The old pool house has been demolished. The architects are looking at possibly adding basketball courts in that area.

9. CITY COUNCIL REPORTS

Councilman Street commended Parks Director Wixson Huffstetler for a recent interview on KASU where he discussed the bike trail on Nettleton and other bike trails in the city. He thought the interview was very informative.

Councilman Woods agreed with Councilman Street, adding that Mr. Huffstetler also did a good job on the presentation he gave at the last Council meeting. He is excited about where the city is going in terms of parks and recreation. He recommended keeping the momentum going so the city can go further with parks in the future.

Councilman Woods added on April 24th they will hold a youth tour summit at the Municipal Center. There is a group of students from Valley View called "We the People", who will be going to Washington D.C. in the near future to discuss common core with Congress. He commended all of the participating students and encouraged everyone to attend the summit.

Councilman Gibson informed the Council he recently saw Mr. Dick Clay. Mr. Clay stated Information Systems is doing a good job with the interviews and broadcasts on Channel 24.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

_____ Date: _____

Harold Perrin, Mayor

Attest:

_____ Date: _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-14:036	Version:	1	Name:	Amend Council rules of order to establish procedure for filling alderman vacancies
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	3/31/2014	In control:		In control:	Nominating and Rules Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE MAYOR/CITY COUNCIL ESTABLISHING A PROCEDURE FOR FILLING A VACANCY IN AN ALDERMAN POSITION				
Sponsors:					
Indexes:	Policy - creation/amendment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/15/2014	1	Nominating and Rules Committee		

A RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE MAYOR/CITY COUNCIL ESTABLISHING A PROCEDURE FOR FILLING A VACANCY IN AN ALDERMAN POSITION

WHEREAS, the City of Jonesboro Mayor and City Council have established Rules of Order and Procedure under which they operate; and

WHEREAS, it is the desire of the City Council to establish a written procedure to be followed when filling a vacancy in an alderman position.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT THE FOLLOWING LANGUAGE BE ADDED TO THE RULES OF ORDER AND PROCEDURE FOR THE MAYOR/CITY COUNCIL FOR THE CITY OF JONESBORO:

FILLING A VACANCY IN AN ALDERMAN POSITION

If a vacancy occurs in an Alderman position, the City Council is authorized to fill that vacancy. If there are two years or less left in the term of the position which is vacant, the position shall be filled by a vote of the sitting Alderman. If, however, there are more than two years left in the term of the position which is vacant, the position shall be filled by a special called election and a vote of the citizens. If there is a reason that would make it impractical to hold a special election, a two thirds vote of the sitting alderman can determine that the position be filled by a vote of the alderman, no matter the length left in the vacant term.



Legislation Details (With Text)

File #: RES-14:037 **Version:** 1 **Name:** Easement granted to CWL
Type: Resolution **Status:** Recommended to Council
File created: 3/31/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT
Sponsors: Mayor's Office
Indexes: Easement
Code sections:
Attachments: [Exhibit A](#)
[Exhibit B](#)
[Property Damage - Easement Agreement](#)

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT

WHEREAS, the City of Jonesboro owns the real property described in Exhibit "A", attached hereto and;

WHEREAS, said property is subject to a lease agreement previously executed with Hytrol Conveyor, and;

WHEREAS, City Water & Light desires to acquired an easement across said property for construction of utility lines and services.

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

Section 1: That the City of Jonesboro shall grant an easement on the property described as Exhibit "A", attached hereto.

Section 2: That the proceeds from said easement shall be paid to Hytrol, pursuant to the terms of a bond issue and lease agreement previously executed.

Section 3: That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate this agreement.

EXHIBIT A

DESCRIPTION OF PROPERTY

DEED RECORD IN RECORD BOOK 225, Page 235

TRACT 1: A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST; THENCE SOUTH 0 DEGREES 15 MINUTES EAST ON THE 40 ACRE LINE 64.6 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 18, THE POINT OF BEGINNING PROPER; THENCE SOUTH 0 DEGREES 15 MINUTES EAST 732.4 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES WEST 417.4 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES EAST 417.4 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE J.L.C. AND E. RAILROAD; THENCE SOUTH 87 DEGREES 16 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 893.4 FEET; THENCE NORTH 0 DEGREES 15 MINUTES WEST 958.4 FEET; THENCE NORTH 89 DEGREES 02 MINUTES EAST 272.6 FEET; THENCE NORTH 0 DEGREES 18 MINUTES EAST 230.5 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 18; THENCE NORTH 89 DEGREES 02 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE 1035.4 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 29.70 ACRES; SUBJECT TO EASEMENT GRANTED TO CITY WATER & LIGHT PLANT OF JONESBORO FOR UTILITY LINES 10 FEET IN WIDTH ADJACENT TO HIGHWAY NO. 18 ON THE NORTH SIDE OF THIS PROPERTY.

LESS AND EXCEPT THAT PORTION DEEDED TO HYTROL CONVEYOR COMPANY, INC. DATED AUGUST 25TH, 1983 AND RECORDED IN RECORD BOOK 304, PAGE 914, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS.

EXHIBIT B

Description of Right of Way Premises

UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES, BEING 40 FEET IN WIDTH AND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 0°26'36" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 797.89 FEET TO A POINT; THENCE SOUTH 88°02'08" WEST, A DISTANCE OF 53.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°02'08" WEST, A DISTANCE OF 40.07 FEET TO A POINT; THENCE NORTH 1°19'12" EAST, A DISTANCE OF 365.25 FEET TO A POINT; THENCE NORTH 0°00'21" EAST, A DISTANCE OF 137.69 FEET TO A POINT; THENCE NORTH 89°51'48" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 0°00'21" WEST, A DISTANCE OF 138.25 FEET TO A POINT; THENCE SOUTH 1°19'12" WEST, A DISTANCE OF 363.41 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 20,092 SQ. FT. OR 0.46 ACRES, MORE OR LESS.

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

EXHIBIT B
(continued)

Description of Right of Way Premises

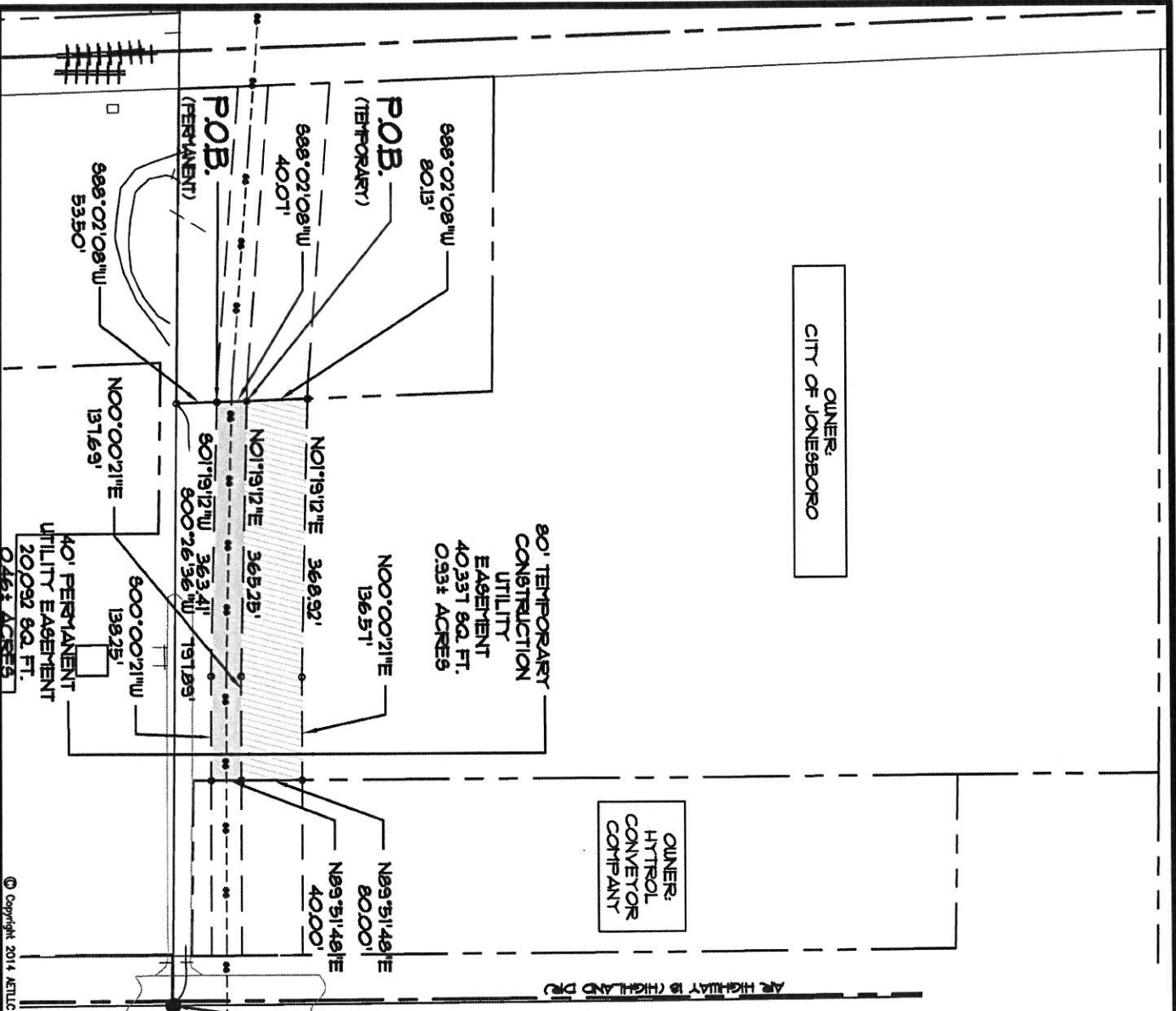
TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING UTILITY LINES, BEING 80.0 FEET IN WIDTH AND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 0°26'36" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 797.89 FEET TO A POINT; THENCE SOUTH 88°02'08" WEST, A DISTANCE OF 93.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°02'08" WEST, A DISTANCE OF 80.13 FEET TO A POINT; THENCE NORTH 1°19'12" EAST, A DISTANCE OF 368.92 FEET TO A POINT; THENCE NORTH 0°00'21" EAST, A DISTANCE OF 136.57 FEET TO A POINT; THENCE NORTH 89°51'48" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 0°00'21" WEST, A DISTANCE OF 137.69 FEET TO A POINT; THENCE SOUTH 1°19'12" WEST, A DISTANCE OF 365.25 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 40,337 SQ. FT. OR 0.93 ACRES, MORE OR LESS.

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



OWNER:
CITY OF JONESBORO

OWNER:
HYTRROL
CONVEYOR
COMPANY

80' TEMPORARY
CONSTRUCTION
UTILITY
EASEMENT
40,331 SQ. FT.
0.93± ACRES

40' PERMANENT
UTILITY EASEMENT
20,092 SQ. FT.
0.46± ACRES

P.O.C.
NE CORNER
NE QUARTER
NW QUARTER
SEC. 26, T14N, R4E

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OWNER	CCH	DESIGNED	KLS	DATE	07/28/14	SHEET
SCALE	1" = 200'	FILE	BH-COJ-2014-0015	DRAWN	04/28/2015	1 OF 1

ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING AND LAND SURVEYING SERVICES
 109 SOUTH CHURCH STREET - P.O. BOX 1463 - JONESBORO, AR 72403
 PH: 870-533-5994 FAX: 870-533-0863

EXHIBIT B - SANITARY SEWER
 EASEMENT LOCATION SKETCH
 CITY OF JONESBORO
 JONESBORO, ARKANSAS

NOTE:
SEE SHEET 5 OF 7 FOR PERMANENT
EASEMENT DESCRIPTION.
SEE SHEET 6 OF 7 FOR TEMPORARY
CONSTRUCTION EASEMENT
DESCRIPTION.



Type of Instrument: Property Damage/Easement Agreement
Grantee(s): City Water and Light Plant
of the City of Jonesboro, Arkansas
Owner(s): THE CITY OF JONESBORO, ARKANSAS

After Recording, Return To:
City Water & Light Plant
of the City of Jonesboro
400 East Monroe Street
Jonesboro, AR 72401

PROPERTY DAMAGE/EASEMENT AGREEMENT

WHEREAS, THE CITY OF JONESBORO, ARKANSAS (“OWNER” whether one or more), whose address is 300 SOUTH CHURCH ST., JONESBORO, AR 72401, represents and warrants to GRANTEE that they are the owner of the real PROPERTY described in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas (the “PROPERTY”);

WHEREAS, THE CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, (“GRANTEE”) plans to construct utility lines across the PROPERTY;

WHEREAS, GRANTEE shall require a 40'-wide permanent utility easement and an 80'-wide construction easement as shown on attached Exhibit B for said utility lines;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the utility lines as well as for the permanent and temporary easements for the utility lines;

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. GRANTEE does hereby agree to pay to OWNER the sum of \$_____ and no/100) Dollars for damages and easements.

2. OWNER acknowledges receipt of payment of the sum described in paragraph 1 above, and acknowledges that GRANTEE has the right, privilege, and authority to enter upon the PROPERTY for the purpose of constructing, operating, maintaining, repairing, inspecting, cleaning, replacing, modifying and removing said utility lines and related facilities including manholes within the easement area as shown on Exhibit B. The GRANTEE shall also have right to clear and keep clear the easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said utility lines and related facilities.

3. As additional consideration for this Agreement, GRANTEE and OWNER also agree to the following terms and conditions:

- a. GRANTEE shall restore the easement premises as shown on Exhibit B to a condition substantially similar to the condition existing prior to construction of the utility lines so that there shall not be any significant permanent mounds, ridges, sinks or trenches resulting from the construction of the utility lines. OWNER agrees that GRANTEE may temporarily mound dirt over the utility line trench to allow for natural settling, and then subsequently perform any finished grading if required within a reasonable period of time after settling.
- b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to growing crops, fences, trees, plowed lands, irrigation installations, parking lots, driveways and other improvements on the PROPERTY, which may arise from the exercise of the GRANTEE'S rights granted herein.
- c. OWNER hereby reserves the right to use said easement premises as shown on Exhibit B in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder provided, however, that OWNER shall not construct, or permit to be constructed, any house, building improvements or obstructions within said easement area, without the express prior consent of the GRANTEE.
- d. GRANTEE shall have the right from time to time to cut trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
- e. The rights herein granted may be assigned in whole or in part and the terms, conditions and provision hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between said parties, and no representations or statement, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed this _____ day of _____, 20_____.

CITY OF JONESBORO, ARKANSAS
HAROLD PERRIN, Mayor

CITY OF JONESBORO, ARKANSAS
DONNA JACKSON, City Clerk

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, HAROLD PERRIN, Mayor, to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____,
20_____.

Notary Public

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, DONNA JACKSON, City Clerk, to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____,
20_____.

Notary Public



Legislation Details (With Text)

File #:	RES-14:039	Version:	1	Name:	Agreement with Hands on Network for 2014 Altria grant program
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/15/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM				
Sponsors:	Grants				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement Completed 2014 Altria NGO Agreement (Part 1 of 3)- City of Jonesboro.pdf				

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM

Whereas, the City of Jonesboro has been awarded a grant from Altria in the amount of \$10,047.80; and

Whereas, the Hands on Network is the nonprofit partnering agent for Altria; and

Whereas, the funds will be utilized to purchase supplies and materials to clean up, repair, paint, and landscape Parker Park Community Center; and

Whereas, Altria will send 45 volunteers on June 3, 2014 for the "Day of Sharing" project at Parker Park Community Center; and

Whereas, the project is fully funded by private dollars and in-kind labor.

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

Section 1: The City of Jonesboro will enter into agreement with the Hands on Network for the FY 2014 Altria "Day of Sharing" grant program; and

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



Hands On
NETWORK

**2014 Altria
Nonprofit Agency Partner Agreement Packet**

**PART I OF III
MEMORANDUM OF UNDERSTANDING**

**Please return the signed MOU
to: AltriaVolunteers@HandsOnNetwork.org
or fax to (404) 979-2901**



HANDSON NETWORK
2014 ALTRIA MEMORANDUM OF UNDERSTANDING
WITH THE CITY OF JONESBORO

March 24, 2014

Background on Altria Partnership:

Altria joined the Points of Light Corporate Service Council in early 2007. Since then, they've partnered with many Government Agency Partners across the country to provide volunteer opportunities for their employees. Sharing with others is one of Altria's core values, and Altria works to foster an environment where their employees can contribute their time, energy and commitment to the communities in which they live, work, and do business. Through "Day(s) of Sharing," Altria provides groups of employees opportunities to volunteer in a one-time, reoccurring, or annual community service project for a 501(c)3 non-profit organization. Altria has partnered with HandsOn Network to activate this vision. Through an ongoing relationship that provides funding to HandsOn Network (HandsOn) and our Government Agency Partners to support Altria's "Day(s) of Sharing" activities.

Terms and Conditions:

This letter serves as a master memorandum of understanding ("MOU") between HandsOn Network and The City of Jonesboro, AR(d.b.a. The City of Jonesboro)(Herein referred to as "*Government Agency Partner*") and indicates Government Agency Partner's general interest in being a party to the overarching Altria partnership. This MOU outlines the terms and conditions that apply to the HandsOn grant(s) to Government Agency Partners for project supply fees associated with Day(s) of Sharing grant application. By signing this MOU, the Government Agency Partner expresses interest in managing Altria projects in their market. This MOU is not an agreement for compensation (or grant agreement.) A complete Day of Sharing grant application must be completed online and approved by Altria in order to receive the Day of Sharing supplies funding provided by Altria.

Roles of the HandsOn Network Government Agency Partner:

The Government Agency Partner will provide full-service project management for Altria's Day of Sharing employee volunteer project(s) in the Action Center's region. Additionally, the Government Agency Partner is responsible for facilitating and coordinating activities and correspondence with Altria. The mission of the nonprofit agency partner for all coordinated projects must fall within one or more of Altria's impact areas, highlighted below:

- Education (Public Urban Middle School, 6th-8th Grade or High School 9th-12th)
- Positive Youth Development
- Environment
- Arts and Culture

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The Government Agency Partner will designate a primary point of contact for Altria to serve as an Altria liaison to facilitate the volunteer work. Additionally, the Government Agency Partner ensures that the required documents are received by HandsOn Network Project Manager in a timely fashion.

Project Selection:

The Government Agency Partner will offer recommendations for nonprofit community partner agencies and facilitate site visits for Altria team leaders (*when applicable*). Government Agency Partners will recommend the types of projects that will provide the greatest value to the community.

Program Planning and Execution:

Government Agency Partners will be fully involved in project planning and execution including: Program Management – Creation of Day of Event Schedules, contingency plans, and work and supply assessment. Although not solely responsible, Government Agency Partners may assist in engaging Altria internal teams and publicizing the event (internally), which may include hosting a brown bag lunch, and discussing roles and responsibilities. Note: it is the responsibility of Altria to recruit volunteers for the event.

Supplies Procurement

The Government Agency Partner along Altria Lead will create a budget for the Day of Sharing project, and the Government Agency Partner will submit the supply budget along with required paperwork online to HandsOn Network within 60 days prior to the project in order to receive funding. Altria must approve all supply funding in advance and payment will be made directly to the Government Agency Partner within two – three weeks of the project.

The Government Agency Partner will **complete and submit the Altria/Altria “Day of Sharing and Grant Approval” grant application online** to the POL Program Manager for approval by ALCS.

Along with the application, the Government Agency Partner will **upload the following documents** into the online form which are required as part of the “Day of Sharing” grant application:

1. A letter from the government organization requesting funds written on their letterhead requesting the supply grant
2. The tax exempt status IRS determination letter
3. Copy of the organization’s most recently audited financial statement and/or Form 990 filed with the IRS
4. List of the Board of Directors and Officers (City Council for government)

Note: The request for tools, supplies and day of expenses must come directly from the nonprofit community partner on **their** stationary addressed to Altria (attn: your local team leader). Once all of the required documents (mentioned above) are received by the HandsOn Network Program Manager, (s)he will submit the entire grant application to the ALCS Corporate Affairs Department for final approval. **The grant application must be completed by the Government Agency Partner within 60 days of the project date.** The ALCS Corporate Affairs Department will review and approve the grant application and the amount to be funded

for the project supplies. Thereafter a check will be processed by Points of Light/HandsOn Network and mailed to the Action Center or nonprofit partner.

Event Day support includes:

The Government Agency Partners will manage the event-day activities, starting with an orientation, followed by the service activities, and concluding with closing reflection. Additional event day responsibilities include facilitating local community introductions, including local officials.

Evaluation:

Post-event reporting and expense reports are mandatory for Government Agency Partners and should be completed within 7-14 days following the project. Participating Government Agency Partners will acknowledge and confirm Altria's support, in writing and in communications that typically recognize donors (e.g. annual reports, newsletters and websites) and copy the Altria Program Manager at HandsOn Network. Altria requires equal attribution when dealing with recognition.

Role of Altria:

A local Altria team leader (rep) will contact or be contacted by the appropriate Government Agency Partner or the HandsOn/Altria national program manager when they express an interest in developing a project. At that time the Altria team leader will provide the following:

1. Proposed project date(s)
2. Estimated number of employee volunteers
3. Specific project interests or requests (if applicable). Note: The Altria rep may not always be aware of the required areas of focus. However, it is important they the project fall within one of the approved focus areas.

Specifically, in support of this program, Altria will:

- **Provide a local contact person(s)** in each region and/or office to serve as a team leader;
- **Collaborate with the local Government Agency Partner** to determine the nonprofit community partner, project objectives, participate in nonprofit site visits, and confirm project selection;
- The Altria local team leader will **approve the project** or work that is requested to be done. Upon selection and approval of the nonprofit community partner, the Altria Client Services Inc. (ALCS) Corporate Affairs Department will approve the nonprofit community partner to be worked with;
- **Pre-approve Supply Budget** with Government Agency Partner to ensure that all necessary supply costs are accounted for and properly allocated;
- **Order lunch and refreshments** from a budget to be supplied by the local district;
- **Recruit volunteers.** Altria may invite Government Agency Partners to host brown-bag lunches or other overview sessions about the local program;
- **Report metrics** upon completion of the project to the Altria Program Manager confirming number of volunteers, hours served and tasks completed.

Role of Points of Light & HandsOn Network:

HandsOn will work closely with Altria and our local Government Agency Partner organizations to provide project management support and services for these events that engage Altria volunteers. Responsibilities include:

- Contract development and coordination;
- Distribution of Government Agency Partner funding for supplies and project management;
- Setting an introductory call/meeting with Government Agency Partners and Altria to review expectations, solidify program objectives and establish timelines (if applicable;)
- Conducting a debrief teleconference with Government Agency Partners and Altria post event (if applicable;)
- Providing Government Agency Partners with overall Altria event goals and expectations, as well as management support as needed to support effective coordination, planning, and implementation;
- Providing Altria with aggregated impact and evaluation data across all markets;
- Collaborating with Altria on national press and media elements (if applicable.)

Important Provisions:

- Altria’s name or the name of any of its affiliates can NOT be used on materials that are intended to be distributed to or placed among children. Likewise, Altria does not wish to partake in activities that directly involve youth in a one-on-one setting, such as mentoring and tutoring. Projects that take place in a youth or education setting must occur when school is out, or must occur outside apart from children, or must occur with staff of the partnering agency present at all times. Some appropriate projects include:
 - Outside planting or gardening at a school or youth center
 - Painting at a school or youth center
- Approval must also be given prior to using the Altria company name or logo on any materials to be placed at events (i.e. flyers, banners, t-shirts, etc.). Please contact the HandsOn /Altria account manager to inquire about gaining authorization for such materials.
- If Altria needs to cancel a project, they must notify the HandsOn Action Center in writing at least 10 business days before the project or the HandsOn Action Center will receive the agreed to funding for the project. Written notices may also be provided electronically or via facsimile. If the project is rescheduled within 30 days of the original project date, the HandsOn Action Center will not receive additional funding for project management.
- Some projects may have additional supply expenses and will incur added costs. These costs must be presented and approved by Altria in advance of project.
- Request for sponsorships (i.e. Serve-A-Thon events, special events, etc.) will not be funded.
- HandsOn Action Centers will not receive payment for supplying volunteer options to Altria during an introductory call, only for project development.

Funding Procedures:

As described above, the grant request for tools, supplies and other day of expenses will be submitted online 60 days prior to project to the local Altria Program Manager at Points of Light/HandsOn Network. Upon approval by Altria, funding for tools and supplies will be disbursed to the Government Agency Partner or nonprofit community partner, in *their* name, from Points of Light. This funding will arrive prior to the date of the project.

Post-event Report:

As part of this Agreement, HandsOn must provide Altria with quarterly activity and accomplishment reports. To satisfy this requirement, a signed addendum and Post-event Report and Expense Report will be completed by the Government Agency Partner and submitted in the online portal within 7-14 days upon completion of each project. The Post-event and Expense Report templates are included in the Altria Projects Requirements document in the “Part 3” packet.

Fiscal Management:

The grant funds can be expended only for charitable purposes and are to be used for the purposes stated in this letter. The Government Agency Partner must be able and willing to demonstrate to HandsOn and Altria with satisfaction that no portion of the grant funds have been used for the purposes other than those stipulated above and outlined in this letter agreement. A signed MOU is required for grant disbursement.

Changes to the Project Plan:

The Government Agency Partner is required to alert HandsOn Network of any significant changes to the Altria activity that could potentially impede success of the project. Such changes would include significant alterations to the Government Agency Partner’s program activities, the project plan as approved by Altria and POL, budget, staffing, funding from other sources, or relationships with other organizations in effect at the time of this MOU. Significant changes will be communicated to the HandsOn Network/Altria national Program Manager supporting your project at AltriaVolunteers@HandsOnNetwork.org (Jennifer Nash, Sr. Manager, Affiliate Corporate Engagement).

Termination of Grant:

Points of Light/HandsOn Network reserves the right to terminate this Agreement if, in its discretion, it determines that the Government Agency Partner has made any misrepresentations, has in any way misappropriated grant funds, or has done anything inconsistent with this MOU. The declaration of bankruptcy by your organization automatically terminates the grant.

Grant Period:

The grant period for the programs being supported by this MOU begins effective immediately and runs through **December 31, 2014**.

Reversion of Grant Funds:

The Government Agency Partner will promptly return unexpended grant funds: if i) HandsOn elects to terminate the grant as outlined above; or ii) if the Government Agency Partner loses its exemption from federal income taxation as provided under Section 501(c)(3); or iii) the project deliverables are not fulfilled.

Income Tax Exemptions:

It is understood that by signing this Agreement, the Government Agency Partner confirms that it is an organization exempt from federal income taxation pursuant the Internal Revenue Code and that there have been no changes in its operations that would jeopardize this classification.

Agreement:

Please indicate your organization’s agreement to (1) be included as party to the national Altria partnership, and (2) your agreement to abide by the terms and conditions as outlined herein on any Altria project for which you will receive funding from Points of Light by signing and returning a signed copy of this MOU to HandsOn Network.

Signed MOUs will be submitted via email at AltriaVolunteers@HandsOnNetwork.org or fax to attn:Jennifer Nash at 404.979.2901. Submission of a signed MOU is required for processing of and disbursement of the grant funds outlined in this agreement.

Current Contact Information:

Mayor Harold Perrin

hperrin@jonesboro.org

870.932.1052

Mayor/CEO

email

Tel:

Danny Kapales

dkapales@jonesboro.org

870.933.4604

Project Manager

email

Tel:

City of Jonesboro, AR

Name of Organization

300 S. Church St. PO Box 1845

Address

Jonesboro, AR 72403-1845

City, State, Zip

Accepted and Agreed To:

Mayor/CEO

Harold Perrin, Mayor

Printed Name

Date: _____

Attested by City Clerk Donna Jackson

Points of Light Signature

Date: _____

Printed Name



Hands On
NETWORK

**2014 Altria
Nonprofit Agency Partner Agreement Packet**

**PART I OF III
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HANDSON NETWORK
2014 ALTRIA MEMORANDUM OF UNDERSTANDING
WITH THE CITY OF JONESBORO

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The Government Agency Partner will promptly return unexpended grant funds: if i) HandsOn elects to terminate the grant as outlined above; or ii) if the Government Agency Partner loses its exemption from federal income taxation as provided under Section 501(c)(3); or iii) the project deliverables are not fulfilled.

Income Tax Exemptions:

It is understood that by signing this Agreement, the Government Agency Partner confirms that it is an organization exempt from federal income taxation pursuant the Internal Revenue Code and that there have been no changes in its operations that would jeopardize this classification.

Agreement:

Please indicate your organization’s agreement to (1) be included as party to the national Altria partnership, and (2) your agreement to abide by the terms and conditions as outlined herein on any Altria project for which you will receive funding from Points of Light by signing and returning a signed copy of this MOU to HandsOn Network.

Signed MOUs will be submitted via email at AltriaVolunteers@HandsOnNetwork.org or fax to attn:Jennifer Nash at 404.979.2901. Submission of a signed MOU is required for processing of and disbursement of the grant funds outlined in this agreement.

Current Contact Information:

Mayor Harold Perrin

hperrin@jonesboro.org

870.932.1052

Mayor/CEO

email

Tel:

Danny Kapales

dkapales@jonesboro.org

870.933.4604

Project Manager

email

Tel:

City of Jonesboro, AR

Name of Organization

300 S. Church St. PO Box 1845

Address

Jonesboro, AR 72403-1845

City, State, Zip

Accepted and Agreed To:

Mayor/CEO

Harold Perrin, Mayor

Printed Name

Date: _____

Attested by City Clerk Donna Jackson

Points of Light Signature

Date: _____

Printed Name



Legislation Details (With Text)

File #:	RES-14:046	Version:	1	Name:	Agreement with AHTD for National Scenic Byways Grant
Type:	Resolution	Status:			Recommended to Council
File created:	4/22/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION FOR CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR PURPOSES OF A NATIONAL SCENIC BYWAYS GRANT PROJECT AT CRAIGHEAD FOREST PARK				
Sponsors:	Grants				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

RESOLUTION FOR CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR PURPOSES OF A NATIONAL SCENIC BYWAYS GRANT PROJECT AT CRAIGHEAD FOREST PARK

Whereas, the City of Jonesboro has been awarded a federal grant at 80% funding for designs and construction of an asphalt trail around Craighead Forest Park; and

Whereas, the City of Jonesboro will fund the 20% local match; and

Whereas, the funds are remaining from a previously awarded federal aid grant from AHTD for the Greenway Trail currently being constructed on Matthews Avenue from Main Street to Nettleton Avenue; and

Whereas, the estimated remaining funds amount is \$700,000, local amount included at \$140,000; and

Whereas, the City's FY 2014 budget includes these expenditures and will not be affected.

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

Section 1: The City will participate in accordance with its designated responsibility, including maintenance of this project, and

Section 2: The City pledges its full support and hereby authorized the AHTD and the Federal Highway Administration (FHWA) to initiate action to implement this project; and

Section 2: The Mayor and the City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

April 17, 2014

The Honorable Harold Perrin
Mayor of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403-1845

Re: Job 100728
F.A.P. SB-ARSB(902)
Crowley's Ridge Parkway:
Jonesboro Multi-Use Trail (S)
Craighead County

Harold
Dear Mayor Perrin:

Reference is made to the City's request to utilize the remaining Federal-aid funds from the subject project to add the design and construction of a new trail project in Craighead Forest Park by change order. The Request for Letters of Interest for the design of the subject project included the State job number and the specific project location. Therefore, a new project will need to be programmed for work in Craighead Forest Park.

In order to proceed, your City Council must adopt a resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then you and your City Attorney must sign the enclosed Agreement of Understanding. Additionally, please complete the required information in Attachments L and M and return these documents with the Agreement. Upon receipt of these items, the Department will execute the Agreement of Understanding and return a signed copy to you.

If you have any questions, please contact Carlos Meredith in our Programs and Contracts Division at (501) 569-2261.

Sincerely,

A handwritten signature in blue ink that reads 'Lorie'.

Lorie H. Tudor
Assistant Chief Engineer-Planning

Enclosures

- c: Programs and Contracts
- Consultant Contracts Administrator
- Roadway Design
- Transportation Planning and Policy
- District 10
- Job 100728 'C' File
- Craig Light, P.E., Chief Engineer, City of Jonesboro
- Heather Clements, Grants Administrator, City of Jonesboro

FEDERAL-AID NATIONAL SCENIC BYWAYS PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF JONESBORO
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING PROJECT:**

Crowley's Ridge Parkway: Craighead Forest Park Trail (Jonesboro)

WHEREAS, the City of Jonesboro understands that Federal-Aid National Scenic Byways funding is available at 80% federal participation and 20% local match for the Craighead Forest Park: Jonesboro Multi-Use Trail.

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

SECTION I: The City will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: The Mayor, or his designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department and the Federal Highway Administration to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2014.

Harold Perrin
Mayor

ATTEST: _____
(SEAL)

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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

RELATIVE TO

Implementation of the **Crowley's Ridge Parkway: Craighead Forest Park Trail (Jonesboro)** (hereinafter called the "Project") as a Federal-aid project.

WHEREAS, funding in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) included 80% Federal-aid funds to be matched with 20% non-federal funds (cash match) for improvements to eligible routes; and

WHEREAS, **the City of Jonesboro** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for this project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

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

WHEREAS, the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

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

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services, which include environmental documentation, surveys, preliminary engineering, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
5. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
6. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
7. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department.
8. Be responsible for at least 20% of the cost of preliminary engineering, construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

11. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D).
13. Submit plans at 30%, 60%, and 90% completion stages for Department review.
14. Be responsible for 100% of all preliminary engineering, right-of-way, and other costs incurred should the Sponsor not enter into the construction phase of the Project.
15. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
16. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
17. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
18. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
19. Prior to awarding the contract for construction, submit to the Department \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges for construction engineering.
20. Have a full-time employee of the Sponsor in responsible charge during construction of the Project.
21. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
22. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (current edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and the plans, specifications, and all other applicable FHWA and Department procedures for this Project.
23. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department.
24. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCR) form (Attachment H).
25. Attach LPA Report of Daily Worked Performed (Attachment I) with all CCR submittals.

26. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
27. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment J). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
28. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
29. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
30. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
31. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
32. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment K).
33. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
34. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.

35. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
36. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment L), which is necessary for Project participation.
37. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
38. Be responsible for all costs not provided by the Federal Highway Administration.
39. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
40. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
41. Be responsible for satisfactory maintenance and operation of all improvements outside the Department's right-of-way and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
43. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
44. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
45. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment M).

THE DEPARTMENT WILL:

1. Maintain an administration file for the Project and be responsible for administering Federal-aid funds.
2. Review the proposed consultant contract for preliminary engineering and construction engineering, and obtain authorization from the Federal Highway Administration prior to approving the contract.
3. Upon receipt of the necessary documentation, reimburse the Sponsor 80% of the consultant costs.
4. Review environmental documentation as prepared by the Sponsor.
5. Review plans and specifications submitted by the Sponsor for project/program eligibility.
6. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
9. Review and concur in award of the construction contract for the Project.
10. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
11. Review and approve any necessary change orders for project/program eligibility.
12. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Attachment H). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
13. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment J).
14. Be reimbursed for costs involved in performing all the services listed above.

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

IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2014.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

Scott E. Bennett
Director of Highways and Transportation

Harold Perrin
Mayor

Phillip Crego
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

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

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

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

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

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

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

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

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

LOCAL AGENCY
CONSULTANT SELECTION PROCEDURES

Section I – Application

These procedures apply to federally funded contracts for engineering and design services for projects. The federal laws and regulations that govern the procurement of engineering and design related services with Federal-aid highway funds are:

- 23 U.S.C. 112 “Letting of contracts”.
- 23 CFR 172 “Administration of Engineering and Design Related Service Contracts”,
- 49 CFR 18 “Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments” or more commonly known as the “Common Rule”,
- 40 U.S.C. Chapter 10 Subchapter VI, paragraphs 541-544 or commonly called the “Brooks Act”.

In accordance with the above federal laws and regulations, the Arkansas State Highway and Transportation Department (AHTD) has approved these procedures for use by the Local Agency for the “competitive negotiation” method of procurement as defined in 23 CFR 172.5, Methods of Procurement.

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

These procedures do not apply to design-build Contracts.

Section II – Advertisement for Letters of Interest (LOIs).

The Local Agency may employ a consultant engineering firm when a need exists for engineering services and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the AHTD’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services. Interested firms must furnish a Letter of Interest with primary contact information and Architect-Engineer Qualifications Standard Form 330 Parts I and II. The advertisement will be for either a specific single project, a group of projects, or for an indefinite delivery of projects to be determined at a later date with specific task orders issued for each project.

When the Local Agency advertises a specific project, the advertisement will describe the work in general terms so that firms may evaluate their interest in performing the desired services.

When the Local Agency advertises a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When the Local Agency advertises for an indefinite delivery of projects with later specified task orders, the advertisement will include a general description of work for the project tasks.

Section III – Selection Committee.

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the LOIs and Proposals.

Section IV – Evaluation of LOIs.

The Committee will evaluate each consultant firm based on the following:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

Following their review, the selection committee will prepare a short list of engineering firms and recommend to the Local Agency that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal (RFP).

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, the Local Agency will forward the scope of work statement to AHTD to forward to FHWA for review and approval before soliciting RFPs. A Local Agency's scope of work will typically include the following:

1. A detailed description of the work
2. Services that will be furnished by the Local Agency
3. Services expected of the consultant

4. Project conditions of the work
5. Special conditions of the work
6. Assurance of participation of Disadvantaged Business Enterprises (DBE) in Federal-aid projects. The Local Agency may establish a DBE goal of a certain percentage of the work for DBE's to assure DBE's participation in Federal-aid projects. When a DBE goal is specified, the Local Agency will ensure that a certified DBE(s) performs the identified engineering work and that the payments to the DBE(s) verify that the goal was reached. The establishment of a DBE goal does not preclude a DBE from being the prime consultant for the project.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information
2. A detailed work plan that identifies the major tasks of work
3. A list of major concerns associated with completing the work
4. A detailed work schedule for specific projects as requested
5. A manpower estimate for specific projects as requested
6. Updated Standard Form 330 Parts I and II if necessary

The Committee will review the proposals with particular attention to the following evaluation factors and the consideration of Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	10
2	Comprehensive, coherent, and detailed work plan	10
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	80

*Locality preference may be used on a project by project basis where it is not based on political boundaries.

Based on these various items, the Committee will rank the firms in order of preference and submit the list to the Local Agency who will either:

1. Select one firm to enter negotiations with;
2. Select multiple firms for an indefinite delivery contract; or
3. Select two or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same

evaluation factors as noted previously. The ranked list will be submitted to the Local Agency for review and final selection.

The contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to AHTD for the contract file.

Section VI – Negotiation and Contract Preparation.

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project. The other firms on the short list will be advised of the firm selected, subject to successful negotiations.

More than one firm may be selected for an indefinite delivery contract. The contract will establish a maximum cost for the contract as well as an expiration date. As individual task orders are issued, individual task order cost estimates will be negotiated.

The selected firm will prepare a draft contract based on a sample contract furnished by the AHTD. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the AHTD. The overhead rate shall be verified by an audit by a certified public accountant on behalf of the consultant if the contract exceeds \$250,000. If the contract is less than \$250,000, the overhead rate shall also be verified by an audit by a certified public accountant on behalf of the consultant if at least one of the following conditions applies:

1. when there is insufficient knowledge of the consultant's accounting system;
2. when there is previous unfavorable experience regarding the reliability of the consultant's accounting system; or
3. when the contract involves procurement of new equipment or supplies for which cost experience is lacking.

Pursuant to this requirement, the AHTD will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract amount that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again.

When the Local Agency and the consultant agree on a negotiated contract, the consultant will prepare a final draft and submit it to the Local Agency and AHTD for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for indefinite delivery contracts utilizing federal funds, the AHTD will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an indefinite delivery contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will execute the task order. The task order will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant. For projects with FHWA oversight, the AHTD will forward the initial and final drafts of the task order to FHWA for review and comment. The FHWA approves the final executed task order by stamp and signature and retains a copy.

Section VII – Monitoring the Contract.

The Local Agency may identify staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files.
2. Arrange and attend periodic progress meetings.
3. Coordinate reviews and approval actions with other agencies when necessary.
4. Review progress payments.
5. Coordinate questions from the consultant.
6. Negotiate any change or amendment to the contract and submit to AHTD for review and approval.
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the AHTD.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are free from defects in workmanship at the time of acceptance and that the work conforms to the requirements of the

contract. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, “Required Contract Provisions, Federal-aid Construction Contracts,” and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified road. The Davis-Bacon wage rates will be provided by the Department.

SPONSOR LETTERHEAD

RIGHT-OF-WAY CERTIFICATION LETTER

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

Re: Job Number
Job Name
County

Dear Sir or Madam:

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here

	Tract(s)
	Option(s)
	Negotiation Pending* - <i>include tract number(s), and statement: It is anticipated that these tracts will be acquired by (date).</i>
	Condemnation(s) – (Order of Possession date)
	Condemnation(s) Pending* – <i>include tract number(s) and anticipated filing date</i>

* If applicable

There are no displacees on this project.

-Or-

Relocation Assistance has been provided and all displacees have been moved from this project in accordance with applicable Federal Highway Administration procedures.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

Certified by: _____
(Sponsor's CEO)
(Title)

Date: _____

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

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

Re: Job #
Job Name
County

Dear Sir or Madam:

The following documents are submitted concerning the referenced project:

1. One set of final plans and specifications.
2. A copy of the engineer's estimate of cost.
3. Copies of any technical specifications or special provisions.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications were developed using with the Arkansas State Highway and Transportation Department's "Standard Specifications for Highway Construction (latest edition)" and standard drawings, and comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including Airport Clearance when necessary, for the type of work involved. Additionally, I certify that all necessary right of way has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and arrangement for adjustment of existing conflicting utilities has been accomplished.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the City will promptly repay such funds to the Arkansas State Highway and Transportation Department (AHTD). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the City's State Turnback Funds to the AHTD's RRA Fund upon notification by the Director of Highways and Transportation that such funds are due AHTD and have not been paid by the City.

Please advise me when I can proceed with advertisement of the project for bids.

Sincerely,

NAME
OFFICE

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

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

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

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

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

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

Re: Job #
Job Name
County

Dear Sir or Madam:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. A deposit in the amount of \$1,000 for the AHTD administration costs.
3. Justification of award (if low bid amount is greater than 10% over the estimate).

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

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

Sincerely,

Mayor

City Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
 FAP: _____
 County: _____
 Job Name: _____
 Payee/Sponsor: _____
 address _____
 Federal Tax ID No.: _____
 DATE: _____
 PAY REQUEST # _____
 FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount _____
- 2 Original Contract Amount _____
- 3 Net Changes by Change Orders _____
- 4 Present Contract Total _____
- 5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less) _____
- 6 Work Completed to Date _____
- 7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less) _____
- 8 Previous Reimbursements (Federal) _____
- 9 **Amount Due this Estimate** (subtract Line 8 from Line 7) _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____
 Title: _____

Sponsor's CEO

Payment is requested from the Arkansas State Highway and Transportation Department for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____
 Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement _____
 Approved for Payment _____
 PAID _____
 Voucher No. _____
 Date: _____
 Resident Engineer _____
 State Construction Engineer _____

**CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST
DETAIL ESTIMATE**

Revised: 12/19/13

JOB NUMBER: _____ REQUEST NO: _____ DATE: _____
 FAP: _____ FROM: _____ TO: _____
 JOB NAME: _____
 SPONSOR: _____ CONTRACTOR: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	G TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	H % COMPLETED (G ÷ C)	I BALANCE TO FINISH (C - G)
			PREVIOUS REQUESTS	THIS PERIOD					
	GRAND TOTALS								

Attachment H

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ - _____
	Report No.: _____

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Contractors Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
<u>Comments</u>		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance	Recommended for Acceptance in Accordance with Project Agreement	
<hr style="width: 80%; margin: 0;"/> Engineer/Architect	<hr style="width: 80%; margin: 0;"/> AHTD Resident Engineer	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

Sponsor's CEO

49 CFR 18.42

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

Post-Award Requirements

Retention and access requirements for records.

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

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

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

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

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

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

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

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

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

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is

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

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

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

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

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

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

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

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

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

CITY OF
JONESBORO

Harold Perrin
Mayor

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (hereinafter called AHTD (the Arkansas State Highway and Transportation Department)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **AHTD is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to AHTD in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: _____

Parent (if applicable) – DUNS Number: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes / No (Circle one)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes / No (Circle one)

If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

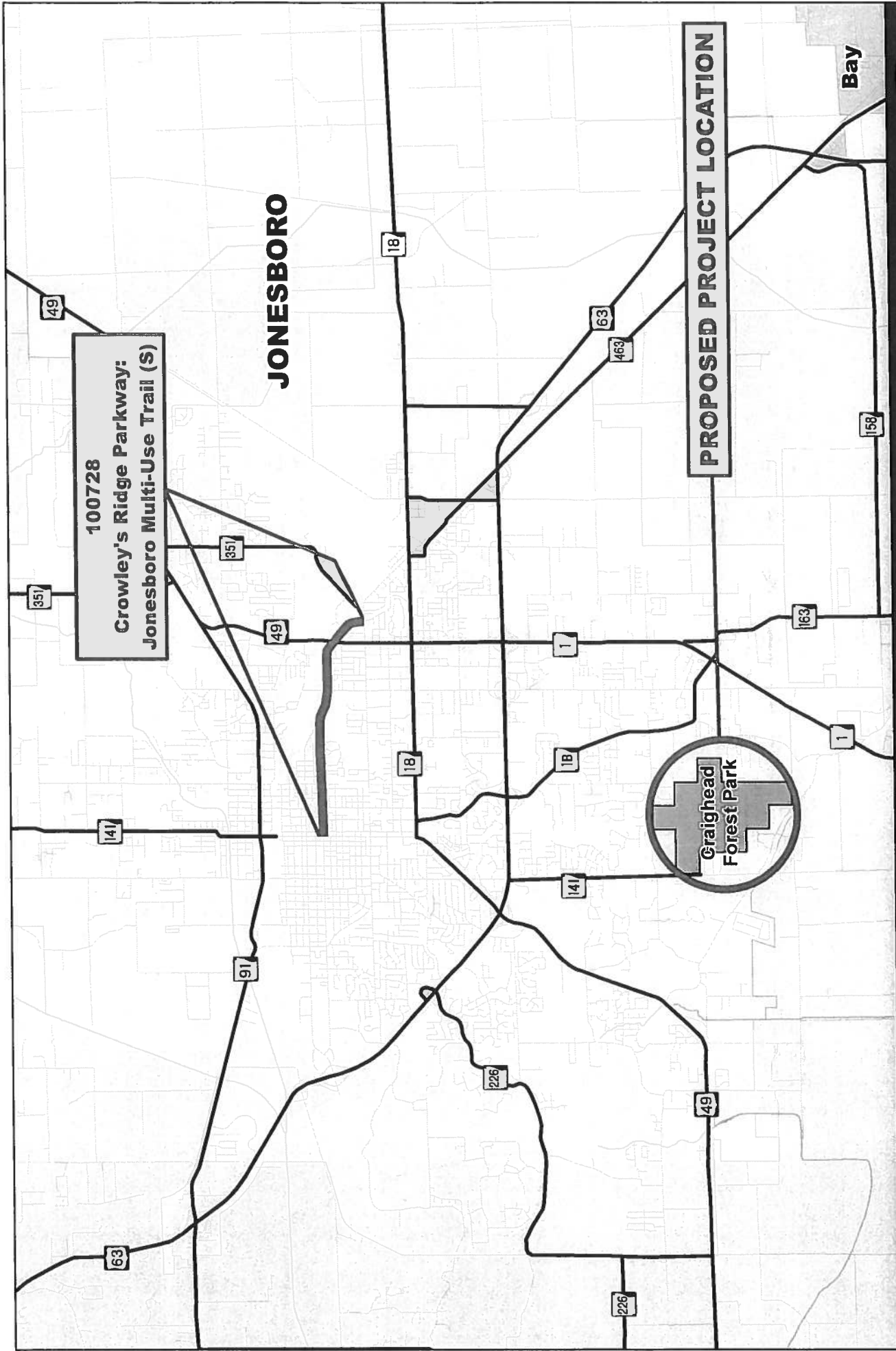
1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____



P.S.C. PA: AJD:12-18-2013

Jonesboro Scenic Byways Projects

Craighead County



U.S. Department
of Transportation
**Federal Highway
Administration**

Arkansas Division

April 11, 2013

700 West Capitol Avenue
Little Rock, AR 72201-3298
501-324-5625 (office)
501-324-6423 (fax)
david.blakeney@dot.gov

In Reply Refer To:
HDA-AR

Mr. Scott Bennett
Director
Arkansas State Highway Transportation Department
PO Box 2261
Little Rock, AR 72203

Dear Mr. Bennett:

The letter from Ms. Lorie H. Tudor of your staff, notified us the expense to construct National Scenic Byways Program Project SB-2009-AR-02, Crowley's Ridge Parkway: Jonesboro Multi-Use Trail was less than the amount awarded for this project. In her letter Ms. Tudor also requested approval to use the unexpended amount of funds for eligible activities to design and construct an additional 3.2 mile section of trail.

We approve your request to use these funds for eligible activities for this additional trail.

If you have any questions or wish to discuss, please contact me.

Sincerely yours,

A handwritten signature in black ink that reads "David Blakeney". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

David Blakeney
Division Realty Officer



Legislation Details (With Text)

File #:	RES-14:048	Version:	1	Name:	Agreement with HCSI for expending approved CDBG funds
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/22/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC FOR THE PURPOSES OF EXPENDING APPROVED CDBG FUNDS				
Sponsors:	Grants				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Hispanic Service Center Agreement Revised 4_18_2014.pdf				

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC FOR THE PURPOSES OF EXPENDING APPROVED CDBG FUNDS

Whereas, the Department of Housing and Urban Development has approved the City of Jonesboro FY 2013 Action Plan revisions with regard to the Land Acquisition line item to the Hispanic Community Services, INC for \$125,000; and

Whereas, said funds will be utilized for land acquisition, surveying, and architectural designs for a new HCSI facility; and

Whereas, this project is fully funded by HUD using CDBG funds and the City of Jonesboro's FY 2014 budget will not be affected; and

Whereas, this agreement is meant to protect the city's investment of \$125,000 to HCSI to ensure that the purpose of said funding is obligated and spent within five (5) years from original award date of July 1, 2013.

AND THEREFORE BE IT RESOLVED THAT:

Section 1: The City of Jonesboro will enter into agreement with HCSI for purposes of expending \$125,000 for land acquisition, surveying, and architectural designs; and

Section 2: The Mayor and City Clerk are hereby authorized to execute all documents necessary to complete the project.

AGREEMENT

This Agreement is made by and between the Hispanic Community Services, Inc, an Arkansas not for profit corporation, (øHCSIö) and the City of Jonesboro, (øCityö), on this ____ day of _____, 2014 (the øEffective Dateö).

WHEREAS, HCSI is an Arkansas not for profit organization which received a CDBG grant from the City of Jonesboro in the amount of \$125,000 on July 1, 2013, with said monies to be used for land acquisition, surveys, and designs of a new service facility; and

WHEREAS, HCSI and the City desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to the use of the CDBG funds under the action plan and outlining the respective obligations of the parties regarding said funding;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

1. The HCSI shall be awarded \$95,000 to be used to purchase new land for the purpose of building a new facility.
2. The HCSI and the City agree that the remainder of said funding, approximately \$30,000, for surveys and designs of the new facility.
3. The HCSI and the City agree that the new facility will be completed no later than June 30, 2018.
4. The HCSI and the City further agree that should the facility not be built within the timeframe of this Agreement, the HSC shall pay back to the City the funds granted through CDBG in the amount of \$125,000.
5. The parties agree that if the HSC facility is completed within the time frame of this Agreement, then no monies shall be owed to the City.
6. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
7. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
8. Nothing in this Agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

HISPANIC SERVICES CENTER

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTESTED BY:

Donna Jackson, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:042 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced on New Business
File created: 4/18/2014 **In control:** City Council
On agenda: **Final action:**
Title: Decision by the City Council regarding the request by Mr. Elvis Burks to establish a taxicab service
Sponsors:
Indexes:
Code sections:
Attachments: [Request letter](#)
[Business License Application](#)

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

Decision by the City Council regarding the request by Mr. Elvis Burks to establish a taxicab service

Dear, City Council and Whom else it may concern. My name is Elvis D. Burks. This letter is in reference to opening a Taxi Service here in Jonesboro ,AR. In this letter I will give you my background as a taxi driver and as a co-owner of a taxi company. Also I will be giving you my opinion why I feel Jonesboro needs an alternative Taxi service.

I started driving taxis in Blytheville,AR for my mother Irene Burks back in 2000. As her son I was responsible for helping to start the company, dispatching, and driving for free. As an employee I was responsible for maintenance of all the vehicles, managing all the employees, and driving on a 12 hour shift 7 days a week. In 2003 I was able to purchase part of the company. As part owner I was able to see the financial side of the company and that's when I saw how lucrative the business was. Quickly I started to open my own Taxi Company 2004 In Osceola, AR, Gosnell, AR, and plans to open in Jonesboro

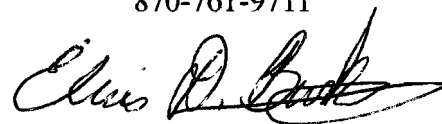
I move to Jonesboro In Feb. 2006 with the intention of opening this company as an owner/operator. Due to the lost of my oldest son to suicide, November 25th 2006, I walked away from the business to focus on my wife and children and worked at Arkansas Glass since March of 2007. 8 years Later I'm now ready to pick up where I left off. I have 6 years of experience as a driver, and operator of 3 locations.

As for why I think Jonesboro needs another Taxi Company, I have several Reasons:

1. Growth : When I moved here in 2006 the population was at 55,000 with 2 cab companies that had 1 car each. 8 years later population is 70,000 same 2 companies with hardly any growth from either companies or any new taxi services.
2. Accommodation: After talking to several businesses with alcohol permits and finding out that patrons are waiting hours for taxis, and that 1 company shuts down at 10pm.
: I myself have used the service here to get a ride from work and 1 ½ hours later my taxi arrived.
:Many people have moved here form Blytheville and they all use the services offered currently and they all recommend I restart the services I once offered.
3. Size: Jonesboro is 80 sq miles 3 vehicles will not accommodate all those that need it in a reasonable time.

My plan is to bring 5 taxis with 2 headquarters 1 on the east-side and one on the west-side of town. I will be dedicating 2 cars to Main St and other late nite spots, 3 cars will be for the public for personal runs. We will hire 15 people to cover 2 ten hour shifts. Our hours will be 5am to 1 am Sunday through Wednesdays, and 5 am to 3am on Thursday through Saturday. All taxis will be equipped with GPS systems, door activated still picture cameras, and bulletproof petitions, lights on top of each car with company name.

Thanks
Elvis Burks
870-761-9711





CITY OF JONESBORO
PRIVILEGE LICENSE APPLICATION

Information must be legible to obtain Privilege License-Please print

DATE: 3/25/14

*NAME OF BUSINESS: Craighead County Cab Company

*STREET ADDRESS: N/A

*CITY, STATE, ZIP: Jonesboro AR 72401

*BILLING ADDRESS: 3209 Candlewood Dr

*CITY, STATE, ZIP: Jonesboro, AR 72404

*TELEPHONE NO.: 870 761 9711

2ND TELEPHONE NO.: _____

FAX # : _____

CONTACT PERSON: Elvis Burks

**E-MAIL ADDRESS : elvis-burks@yahoo.com

*NAME OF OWNER Elvis Darnell Burks

**SALES TAX ID NO.: N/A

*TYPE OF BUSINESS: Taxicab Service

*Must be filled out to obtain Privilege License

** Fill out if you have or are required to have

***INVENTORY AMOUNT: ** _____

Retail stores only

***Your cost , product only, to start the business. We will calculate your license fee.

To the best of my knowledge, the information provided above is true and accurate.

*Signed Elvis Burks

*Print name Elvis Burks



Legislation Details (With Text)

File #:	RES-14:049	Version:	1	Name:	Set a public hearing regarding abandonment on Commerce Drive
Type:	Resolution	Status:			Recommended Under New Business
File created:	4/24/2014	In control:			City Council
On agenda:		Final action:			
Title:	RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 10' UTILITY EASEMENT LOCATED EAST OF COMMERCE DRIVE AS REQUESTED BY STEPHEN SOUTHARD				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	Engineering & Planning Dept Letter Petition Plat Utility Letters				

Date	Ver.	Action By	Action	Result
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RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 10' UTILITY EASEMENT LOCATED EAST OF COMMERCE DRIVE AS REQUESTED BY STEPHEN SOUTHARD WHEREAS, Stephen Southard, has filed a petition with the City Clerk of Jonesboro, Arkansas, requesting that the City abandon and vacate a utility easement in:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TOTHE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate and abandon the above mentioned utility easement and that this matter will be heard before the City Council on _____, at

_____ o'clock, p.m. in the City Council Chamber located at 300 South Church Street in Jonesboro, Arkansas.



City of Jonesboro
Engineering Department
Huntington Building
PO Box 1845
307 Vine Street
Jonesboro, AR 72401
Phone: (870) 932-2438

April 24, 2014

SH&B Investments, LLC
501 E. Lawson Rd.
Jonesboro, AR 72404

RE: 10 ft. Utility Easement, 190ft.+/- East of Commerce Drive.

Dear Sir or Madam,

The City of Jonesboro Engineering & Planning Department both concur with the abandonment of an existing 10' utility easement, as described by the following and on "Exhibit A"- Easement Abandonment Survey:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 AFORESAID: THENCE SOUTH 88' 06'45" EAST, 190.00 FEET: THENCE SOUTH 00'13'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88'06'45" EAST, 160.00 FEET: THENCE SOUTH 00'13'15" WEST, 10.00 FEET: THENCE NORTH 88'06'45" WEST, 160.00: THENCE NORTH 00'13'15" EAST, 10.00 FEET TOTHE POINT OF BEGINNING.

CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

If you have any questions or comments please, feel free to contact the undersigned at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Light".

Craig Light, PE CFM
City Engineer

A handwritten signature in black ink, appearing to read "Otis Spriggs".

Otis Spriggs, AICP
Planning Director

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of Jonesboro, Arkansas.

PETITION TO VACATE A UTILITY EASEMENT

We, the undersigned, being the owner(s) of property of the following described tract of land:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the utility easement described above closed and abandoned.

Dated this 21 day of APRIL, 2014.

PROPERTY OWNER, NAME AND ADDRESS

SH&B Investments, LLC
501 East Lawson Road
Jonesboro, AR 72404

[Signature] 4-21-14
Signature Date

Signature Date

Subscribed and sworn before me the 21st day of April, 2014

[Signature]
Notary

Expiration Date: 10-11-2023



PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of Jonesboro, Arkansas.

PETITION TO VACATE A UTILITY EASEMENT

We, the undersigned, being the owner(s) of property adjoining the following described property:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the utility easement described above closed and abandoned.

Dated this 16 day of April, 2014.

PROPERTY OWNER, NAME AND ADDRESS

Recco 3C, LLC
P.O. Box 2516
Jonesboro, AR 72401

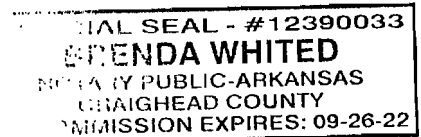
Robert Rees 4-16-14
Signature Date

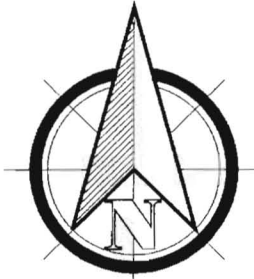
Signature Date

Subscribed and sworn before me the 16th day of April, 2014

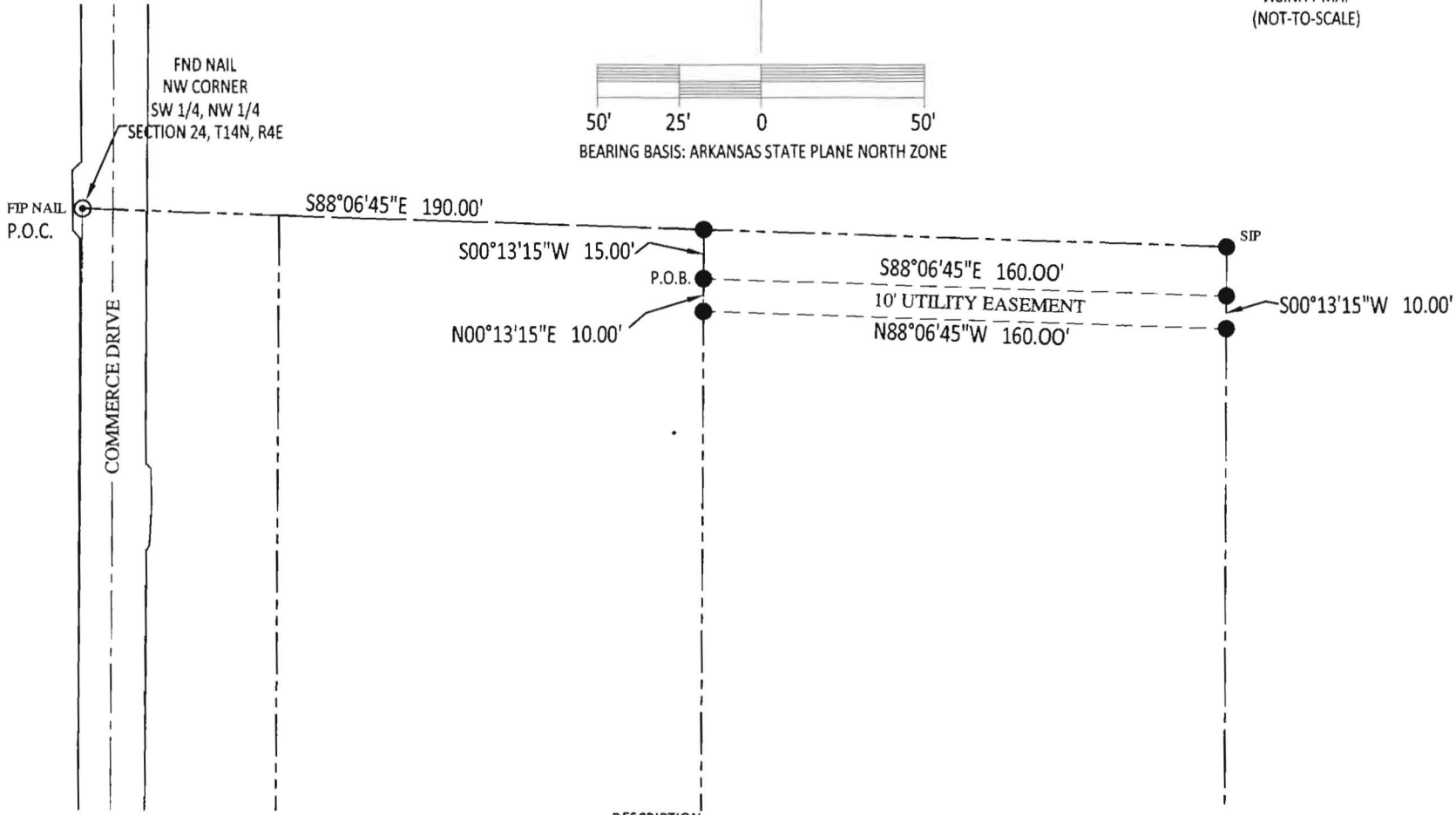
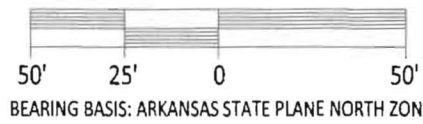
Brenda White
Notary

Expiration Date: 9-26-22





VICINITY MAP
(NOT-TO-SCALE)



DESCRIPTION

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES ±.

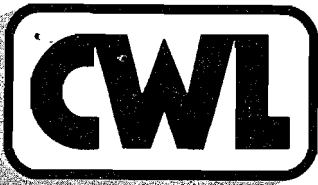
MCNEESE LAND SURVEYING
 2520 ALEXANDER DRIVE SUITE B
 JONESBORO, AR 72401
 mike@mcneesesurveying.com
 OFFICE: (870) 203-9940



REVISIONS		
DATE	BY	DESCRIPTION

DRAWING INFO	
DRAWN BY:	MPM
DATE:	06-16-2014
SCALE:	1"=50'
DWG NUMBER:	1114
CAD NUMBER:	1114-ABAND.
CLIENT:	SOUTHWESTLAND

**EASEMENT
ABANDONMENT**



Owned by the Citizens of Jonesboro

March 12, 2014

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Donna Jackson, City Clerk

Re: Easement Abandonment
Southbound Subdivision
(Previously a portion of Rees Commerce 1st Addition)
Jonesboro, Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the ten (10) foot utility easement on the north side, contiguous to the south side of a fifteen (15) foot drainage easement, of the above referenced property for a distance of one hundred sixty (160) feet, as shown on the attached Rees Commerce Drive 1st Addition plat. Please call if more information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald L. Bowen', is written over a white rectangular area.

Ronald L. Bowen, P.E.
Manager, City Water & Light

RLB
Enclosure

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

A 10' UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS FOR 160' ONLY AS DESCRIBED IN ATTACHED LOCATION MAP.

14N-4E

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:


Cindy Cole

Mgr ATT Engineering

Signature of Utility Company Representative

11-8-13

CENTERPOINT ENERGY

Attn: Lisa Adams (lisa.adams@centerpointenergy.com)

613 Southwest Drive,
Jonesboro, AR 72401

UTILITY RELEASE FORM

Utility Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

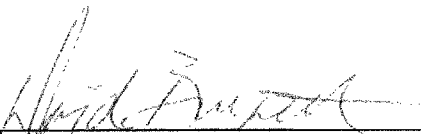
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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:



Signature of Utility Company Representative

SUDDENLINK
Attn: ~~Rodney Proek~~ JOBY NOACH
1520 South Caraway Road
Jonesboro, AR 72401

UTILITY RELEASE FORM

Utility Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

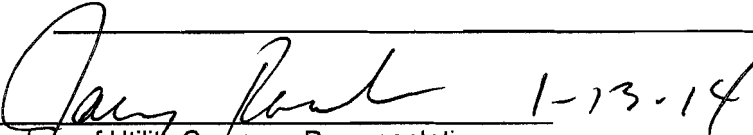
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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:

 1-13-14
Signature of Utility Company Representative

UTILITY RELEASE FORM

Utility Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

A 10' UTILITY EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 1,600 SQ. FT. OR 0.04 ACRES +/-.

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:

Alice Martin Project Engineer Ritter Communications Inc
Signature of Utility Company Representative



Legislation Details (With Text)

File #:	ORD-14:022	Version:	1	Name:	Amend Ordinance 3221 calling a special election concerning the current sales and use tax
Type:	Ordinance	Status:		Status:	First Reading
File created:	4/10/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY				
Sponsors:	Mayor's Office				
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		
4/15/2014	1	City Council		

AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the City) passed on May 15, 2000, Ordinance No. 3221 providing for the levy of one percent (1%) Sales and Use Tax within the City (the Sales and Use Tax); and,

WHEREAS, the Sales and Use Tax levied restricted spending of one half (1/2) of one percent (1%) to capital improvements of a public nature; and,

WHEREAS, the purpose of this Ordinance is to amend Ordinance 3221 and to call a special election on the question of removing the restriction of one half (1/2) of the Sales and Use Tax, and to direct it to be used for general operating purposes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro, Arkansas, that:

SECTION 1. That there be, and there is hereby called, a special election to be held on August 12, 2014, at which election there shall be submitted to the electors of the City the question of the removal of the restriction on spending of the one half (1/2) of one percent (1%) of the current Sales and Use Tax from Capital Improvements of a public nature, and allowing it to be used as a general operating purposes.

SECTION 2. That the question of removing the restriction on the one half (1/2) of one percent (1%) Sales and Use Tax shall be placed on the ballot for election in substantially the following form:

Vote on measure by placing an X in the square opposite the measure either for or against:

FOR removing the restriction requiring one half (1/2) of one percent (1%) of the local Sales and Use Tax for the City of Jonesboro, Arkansas, to be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax to be used for general operation purposes, which may include capital improvements of a public nature. []

AGAINST removing the restriction requiring one half (1/2) of the one percent (1%) of the local Sales and Tax Use for the City of Jonesboro, Arkansas, be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax be used for general operation purposes, which may include capital improvements of a public nature. []

SECTION 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

SECTION 4. A copy of this Ordinance shall be filed with the Craighead County Clerk at least 70 days prior to the date of the special election. A copy of this Ordinance shall be given to the Craighead County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

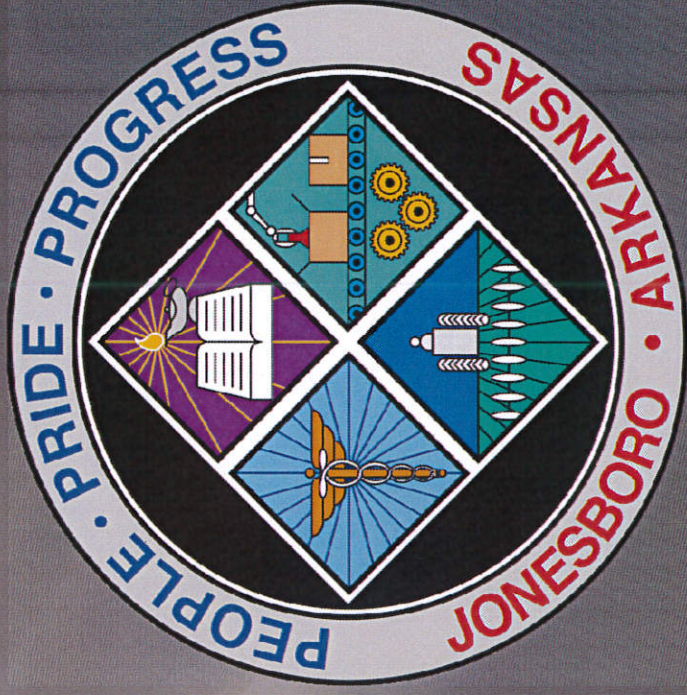
SECTION 5. The Mayor and City Clerk, for and on behalf of the City , are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

SECTION 6. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. It is hereby ascertained and declared that there is a great need to establish a stable source of revenue for general purposes that are vital municipal services in order to promote and protect the health, safety and welfare of the City and its inhabitants. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and take effect immediately from and after its passage.

City of Jonesboro Arkansas Tax Rates

- 6.5% State
- 1.0% County
- 1.0% City- Permanent
- 0.5% City- Temporary



Arkansas City Tax Rates

Cities	City Tax Rate	County Tax Rate	Total Tax Rate
Little Rock	1.5%	1.0%	2.5%
Fort Smith	2.0%	1.25%	3.25%
Fayetteville	2.0%	1.25%	3.25%
Rogers	2.0%	1.0%	3.0%
Springdale	2.0%	1.25%	3.25%
Pine Bluff	1.625%	1.625%	3.25%
West Memphis	1.5%	1.75%	3.25%
Jonesboro	1.5%	1.0%	2.5%

City of Jonesboro Sales Tax

1.0% PERMANENT

- Passed in 2000
- \$15 million annually
- 50% Restricted for Capital Improvements
- 50% Unrestricted for General Fund Operations

.5% TEMPORARY

- Public Safety Tax
- Passed in 2010
- General Fund Operations of Police and Fire related expenses
- \$7.5 million annually
- Expires December 2014

Temporary .5% Sales Tax

Without the Temporary Tax:

2011 - \$1,278,287

2012 - (\$1,097,101)

2013 - (\$2,302,055)

2014 - (\$3,080,334)

Illustrating that without the temporary tax we would be in deficit spending 3 of the 4 years.

Remember temporary tax generates \$7.5 million annually.

Temporary .5% Sales Tax



Temporary tax funds 38% of police and fire department expenses.

Permanent 1% Sales Tax

- ½ tax General Fund Operations for all Departments.
- ½ tax Capital Improvements of a Public Nature
 - Fire Stations, Animal Control Facility, Municipal Center, Police Station, Bridges, Drainage Projects, Road Overlays, Parks, and Economic Development
 - \$7.5 million annually (restricted for Capital Improvements)
 - Immediate building needs will be met in 2014

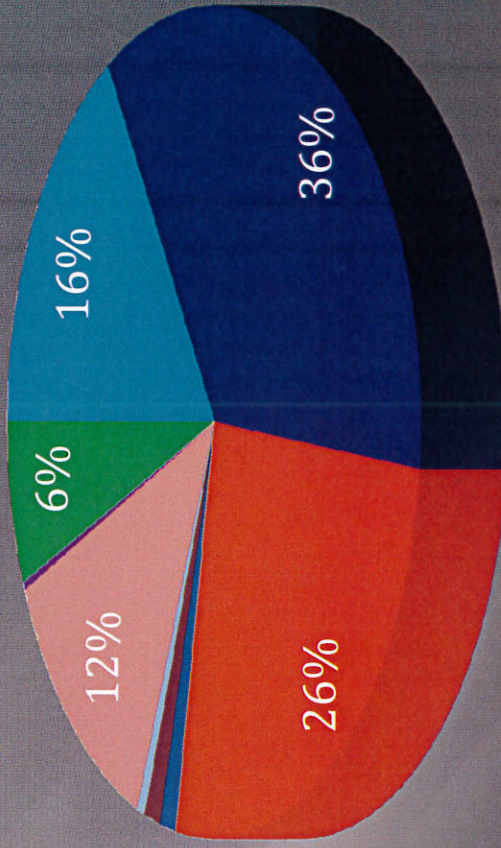
General Fund Revenues & Expenses

2013 General Fund Revenues



- State Aid
- Property Taxes
- Franchise Fees
- County Tax
- Permanent Tax
- Temporary Tax
- Fines
- Water Tax
- Interest

2013 General Fund Expenses

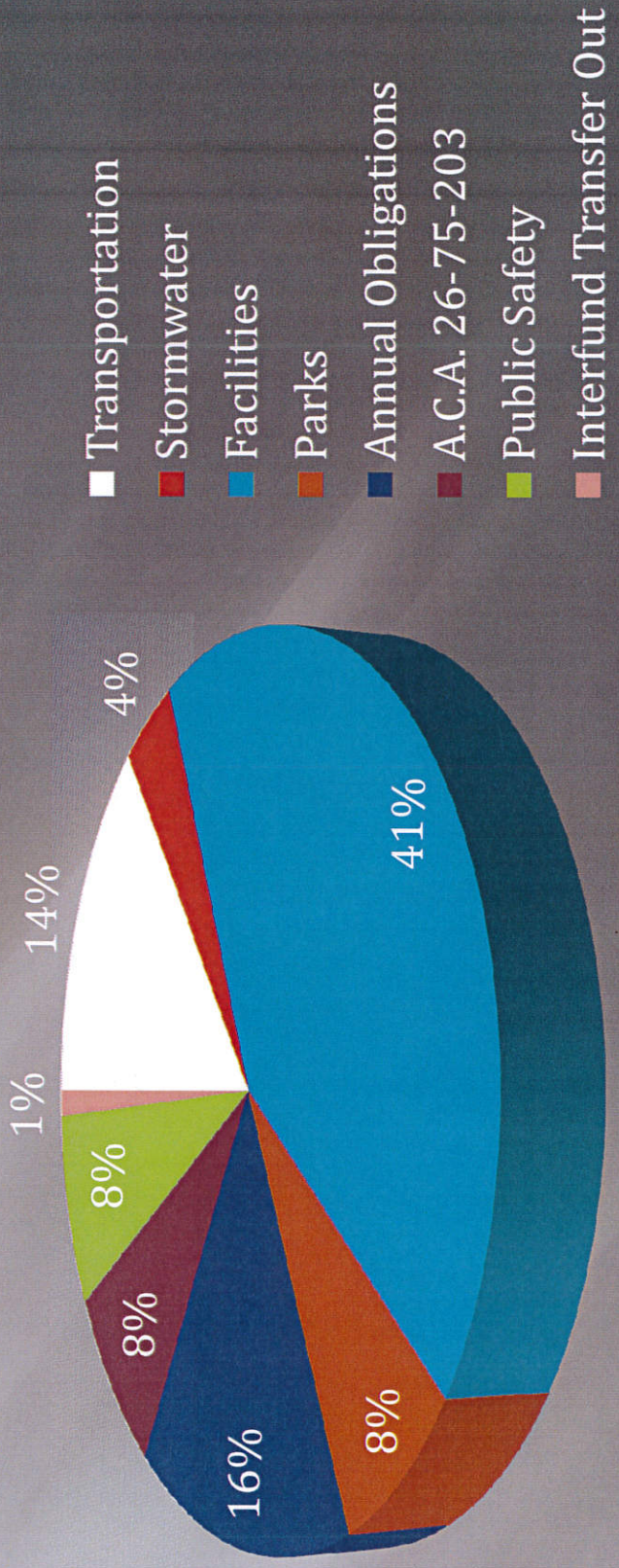


- General Government
- Fire
- Parking
- Code Enforcement
- Fire Act 833
- Police
- SRO's
- Mosquito Control
- Sanitation
- Parks

Permanent 1% Sales Tax

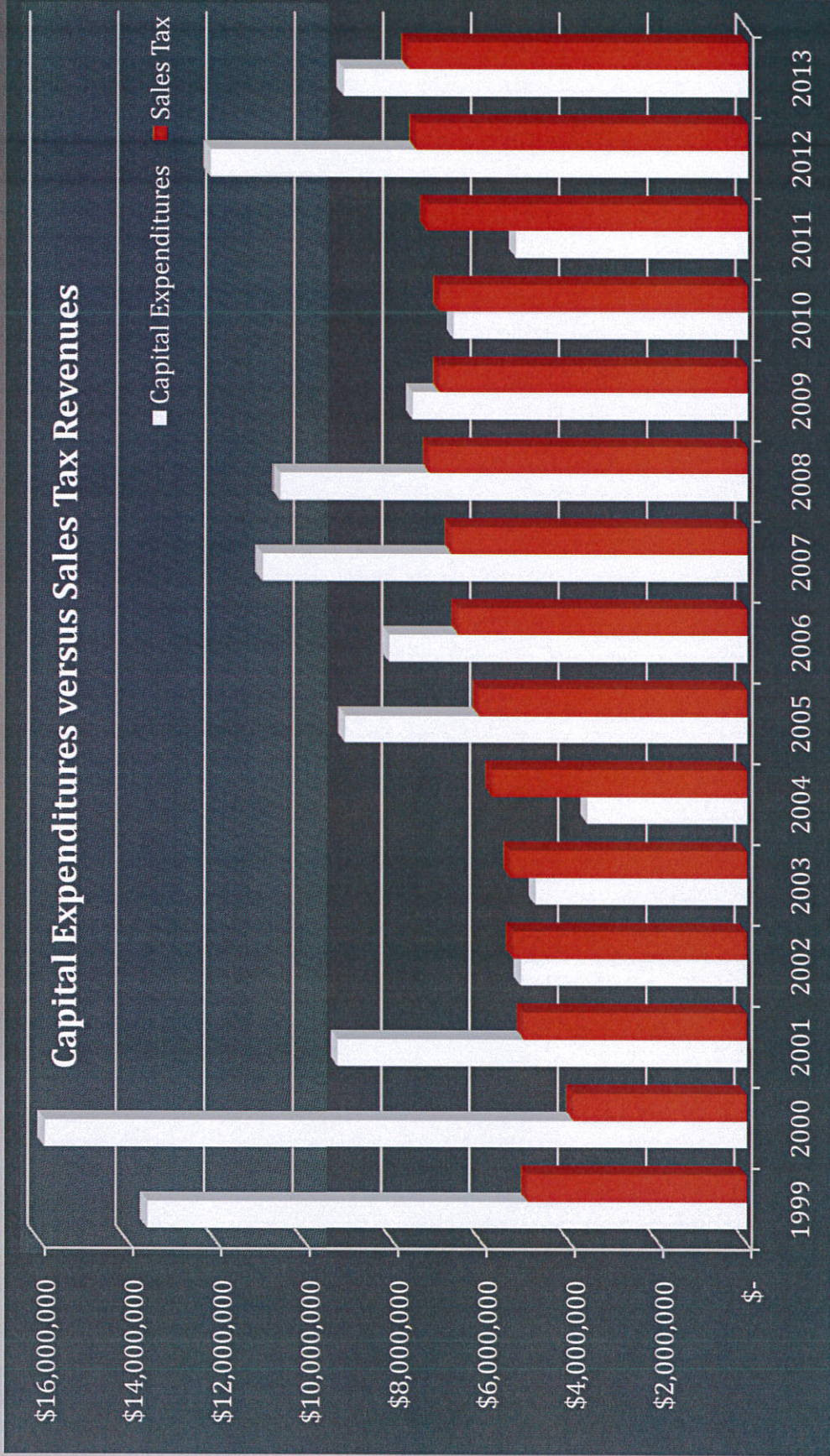
½ Restricted for Capital Improvements

3 Year Average Expenditures

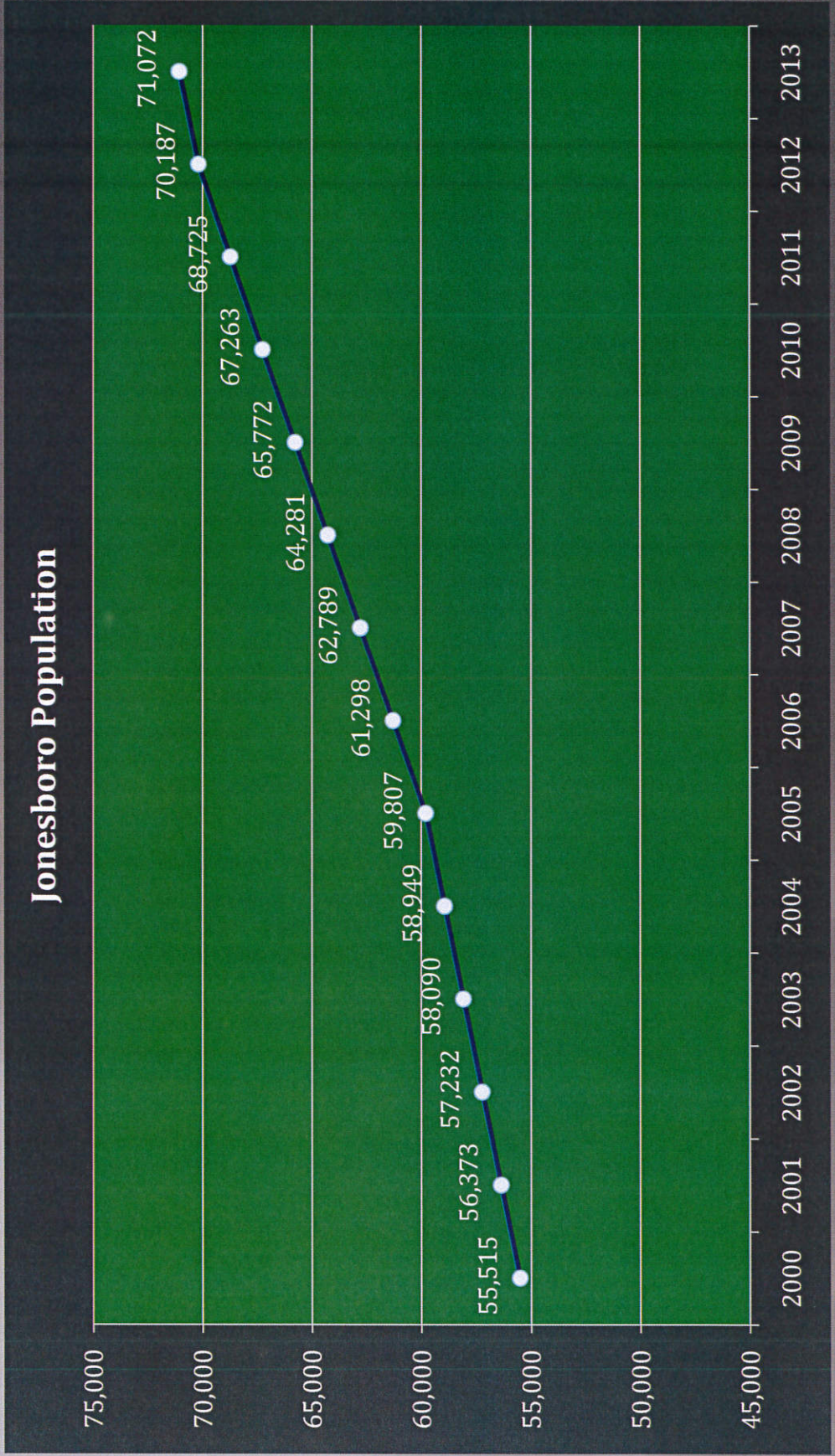


Permanent 1% Sales Tax

½ Restricted for Capital Improvements

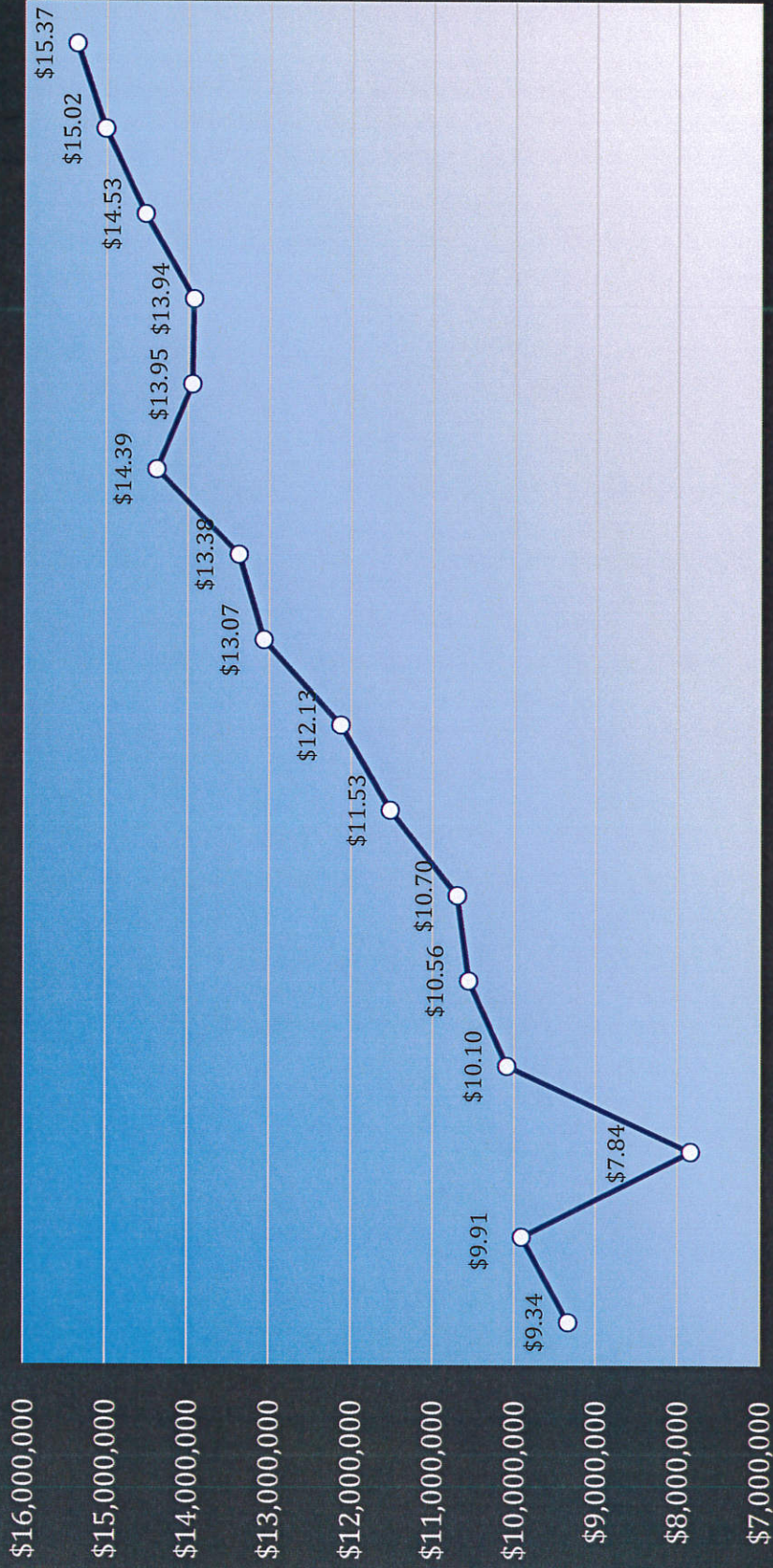


Population Growth



Permanent 1% Sales Tax

Permanent 1% Sales Tax History



1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013

Capital Improvements Restriction

- We would like to allow the Temporary Public Safety Tax to expire and remove the restrictions on the .5% Permanent Capital Improvements tax.
- Under the current projections we would have \$4.5 million to be used for Capital Improvements and the remaining \$3 million will go to balance the general operations of the City.



Legislation Details (With Text)

File #: ORD-14:023 **Version:** 1 **Name:** Amend budget for Police Department
Type: Ordinance **Status:** First Reading
File created: 4/16/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE POLICE DEPARTMENT BUDGET
Sponsors: Finance
Indexes: Budget amendment
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO
WHEREAS, Ordinance Number 13:068 adopted the 2014 Budget for the City of Jonesboro, and;

WHEREAS, due to retirement and promotions within the department, the budget needs to be amended to appropriate an additional thirty-two thousand one hundred and forty dollars (\$32,140.00); and

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

SECTION 1: That Ordinance #13:068 is hereby amended to increase the police departments budget by thirty two thousand one hundred forth dollars. (\$32,140.00) Said amount shall come from the General Fund.



Legislation Details (With Text)

File #: ORD-14:024 **Version:** 1 **Name:** Amend budget for Engineering Department
Type: Ordinance **Status:** First Reading
File created: 4/16/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE ENGINEERING DEPARTMENT'S BUDGET
Sponsors: Finance
Indexes: Budget amendment
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/22/2014	1	Finance & Administration Council Committee		

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO WHEREAS, Ordinance Number 13:068 adopted the 2014 Budget ,and;

WHEREAS, Resolution Number 14:016 amended the City Salary and Administration Plan to add a Traffic Signal Technician II position in the Engineering Department; and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Engineering Department, that the 2014 Budget for the City of Jonesboro be amended to add \$2,000.00 to the Engineering budget;

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

SECTION 1: That the 2014 Budget for the City of Jonesboro is hereby amended to add \$2,000.00 to the Engineering budget to reflect the changes made to the City Salary and Administration Plan by Resolution Number 14:016. Funding for the budget change shall come from the Street Fund.



Legislation Details (With Text)

File #:	ORD-14:021	Version:	1	Name:	Rezoning at 2005 & 2009 Margo Lane and 2008 & 2010 Commerce Lane
Type:	Ordinance	Status:		Status:	Third Reading
File created:	4/9/2014	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LANE AND 2008 & 2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY JOHNSON/RICKIE SUMMERS/LORRIE BEASON				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
4/15/2014	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;

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

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

FROM: Agricultural: AG-1

TO: Commercial: C-3 L.U.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lots 3, 4, 9, and 7, Block "A" Lazy Acres Addition to the City of Jonesboro, Craighead County, Arkansas.

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

- 1) That the proposed development shall satisfy all requirements of the City Engineer and requirements of the current Stormwater Drainage Design Manual.
- 2) That the redevelopment and change of use of the property be subject to coordination of adjacent property as approvable by the MAPC. Property shall remain as a single family dwelling until such time.
- 3) A final site plan subject to all ordinance requirements shall be submitted, reviewed and approved by the MAPC, prior to any development of the property.
- 4) Coordination is required of all egress/ingress with the State Highway Department, M.P.O., City Engineering

Department, and the Planning Department.

5) The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.

SECTION 3: THE REZONING OF THIS PROPERTY SHALL ALSO ADHERE TO THE FOLLOWING PROHIBITED USES:

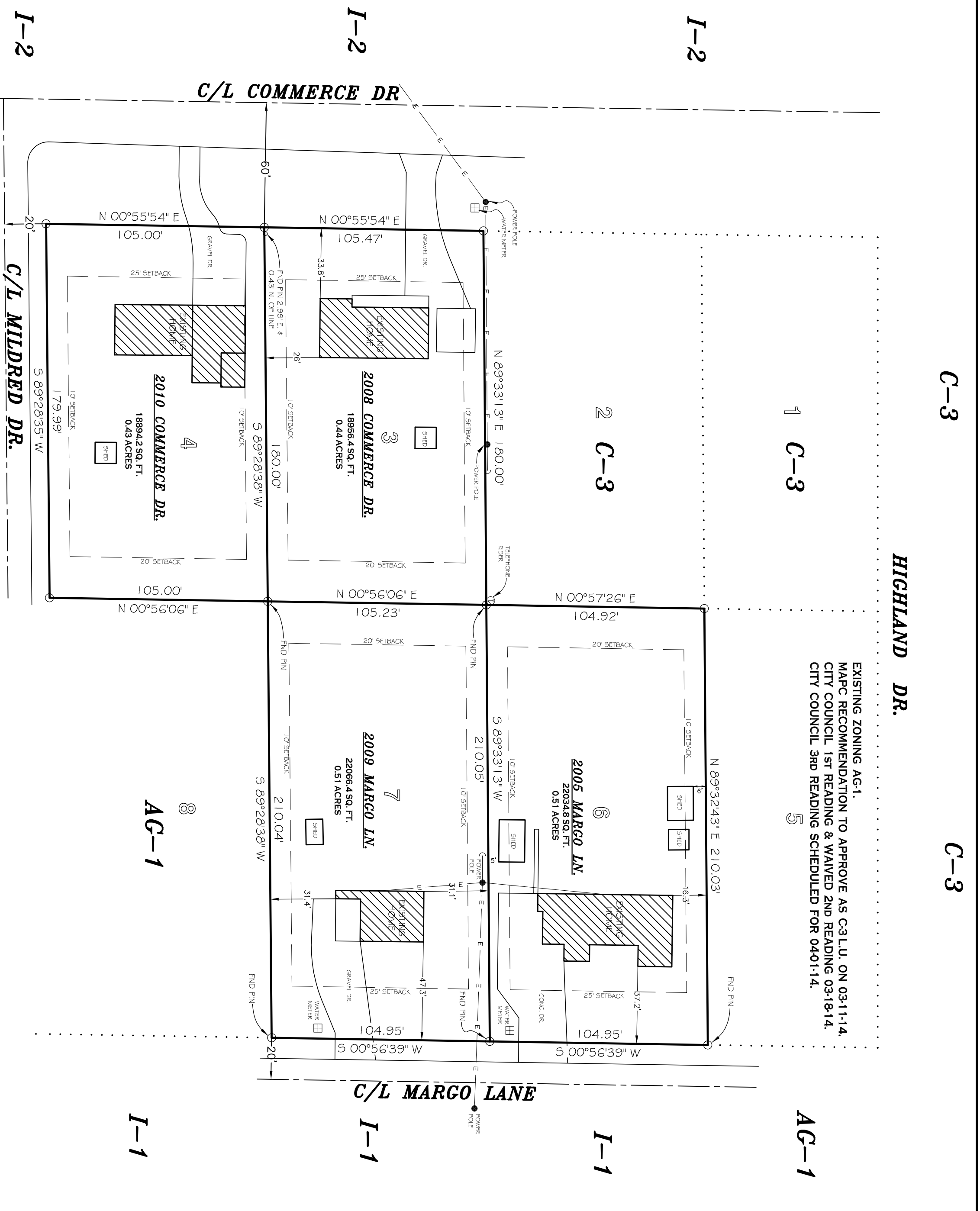
1) Each of these properties shall be allowed to remain as single family residential uses until such time as the stipulations and considerations above are satisfied.

2) The following uses should be prohibited as a part of the Limited Use:

A) Animal Care, General

B) Adult Entertainment

C) Off-Premises Sign



EXISTING ZONING AG-1.
 MAPC RECOMMENDATION TO APPROVE AS C-3 L.U. ON 03-11-14.
 CITY COUNCIL 1ST READING & WAIVED 2ND READING 03-18-14.
 CITY COUNCIL 3RD READING SCHEDULED FOR 04-01-14.

NOTES:

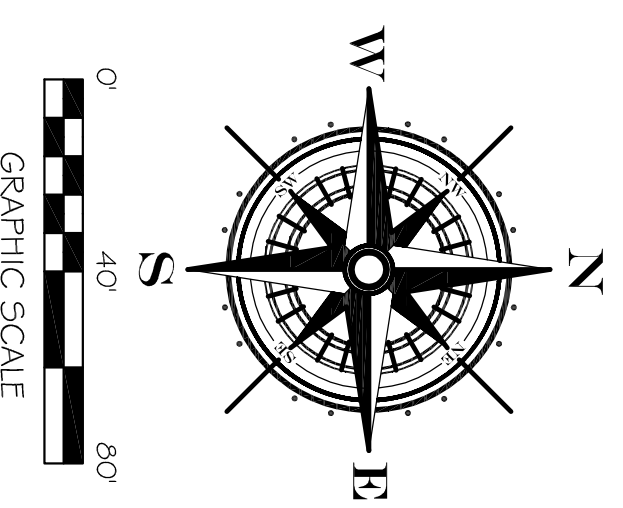
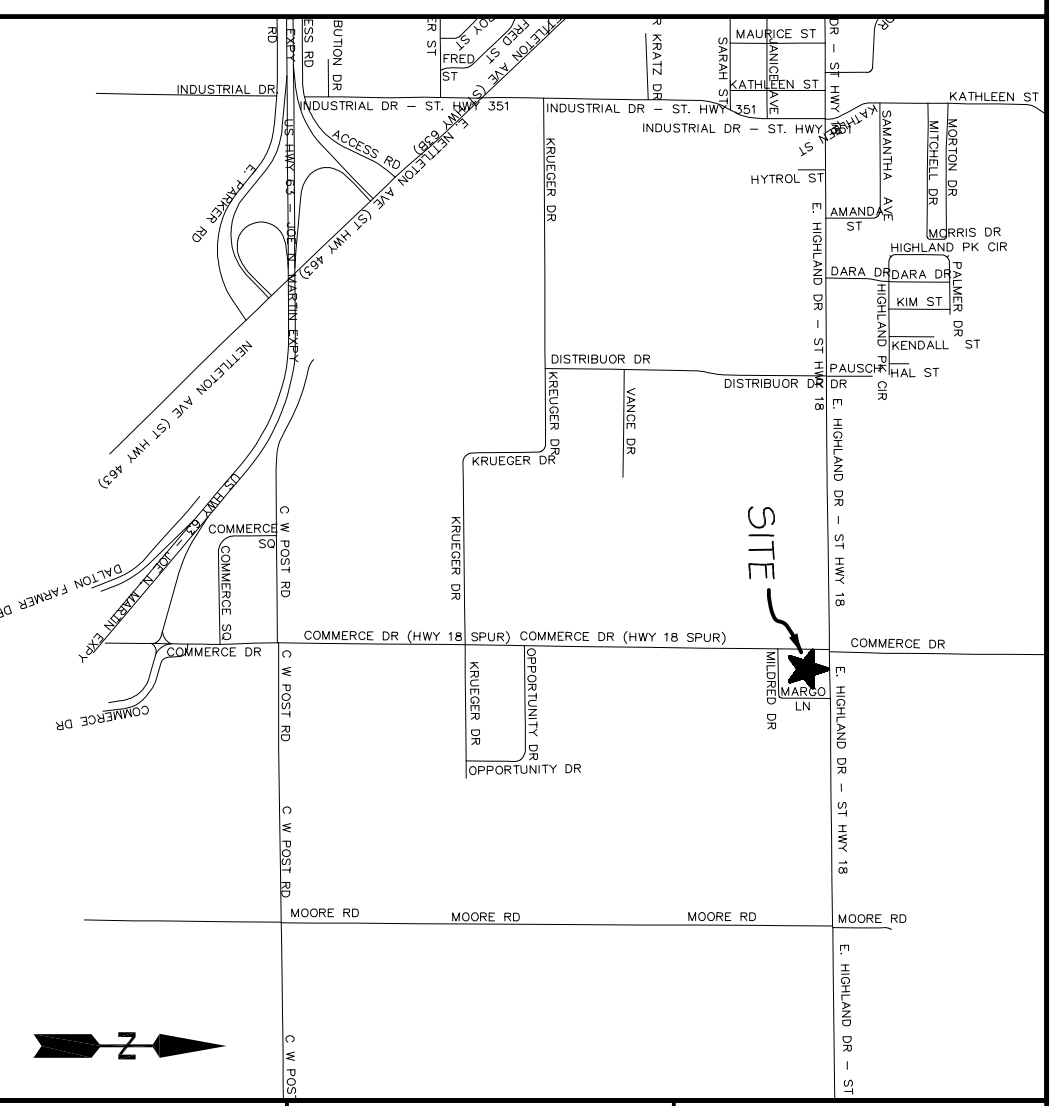
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF: LOT 3 - 1" IN 500,000'; LOT 4 - 1" IN 120,000'; LOT 6 - 1" IN 190,000'; LOT 7 - 1" IN 500,000'.
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED.
- 5) OWNER: JACK AND JANE ELAM
- 6) FLOOD PLAN: ALL FOUR LOTS LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS. COMMUNITY PANEL NO. 05031C0151 C, DATED 09/27/91.

CERTIFICATE OF SURVEY:

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

REZONING REQUEST

2008 COMMERCE DR. - EXISTING: AG-1
 2010 COMMERCE DR. - EXISTING: AG-1
 2005 MARGO LN. - EXISTING: AG-1
 2009 MARGO LN. - EXISTING: AG-1
REQUESTED ALL: C-3 L.U.



LEGAL DESCRIPTION:

2008 COMMERCE DR.:
 Lot 3 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2010 COMMERCE DR.
 Lot 4 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2005 MARGO LANE:
 Lot 6 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2009 MARGO LANE:
 Lot 7 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.

REZONING PLAT
 FOR
**BERK, JOHNSON, SUMMERS,
 & BEASON**
JONESBORO, ARKANSAS

ENGINEERS PLANNERS SURVEYORS

Civilogic

203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net

Drawn By: RE		Checked by: GH	
Date	Scale	Job No.	Sheet No.
03-20-14	1"=40'	114026	1 of 1
Section	Township	Range	County
25	14N	04E	CRAIGHEAD
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			
© 2014, Civilogic			

REGISTERED
 STATE OF ARKANSAS
 No. 329
 CIVILOGIC
 PROFESSIONAL SURVEYOR

REGISTERED
 STATE OF ARKANSAS
 No. 12735
 PROFESSIONAL SURVEYOR

REGISTERED
 STATE OF ARKANSAS
 No. 12735
 PROFESSIONAL SURVEYOR

SHEET NUMBER
 1 of 1

City of Jonesboro City Council
Staff Report – RZ 14-04 Margo/Commerce Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on April 15, 2014

REQUEST: To consider a rezoning of 4 parcels of land containing 1.89 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “AG-1” Agricultural District to “C-3”, L.U.O., General Commercial District, by the MAPC.

**APPLICANTS/
LOCATION/
OWNERS:**

2005 Margo Lane: Mr. Kenneth Berk
2005 Margo Lane
2009 Margo Lane: Mr. Jeffery Johnson
908 Jonathon Drive
2008 Commerce Drive: Rickie Summers
2008 Commerce Drive
2010 Commerce Drive: Ms. Lorrie Beason (Davis)
3230 Windover Garden Circle

**SITE
DESCRIPTION:**

Tract Size: Approx. +/- 1.89 acres (82,328 s.f.)
2005 Margo: 22,035 S.F. = 0.51 Acres
2009 Margo: 22,066 S.F. = 0.51 Acres
2008 Commerce: 18,956 S.F. = 0.44 Acres
2010 Commerce: 18,894 S.F. = 0.43 Acres

Street Frontage (feet):

2005 Margo: 104.95' along Margo Ln.; **2009 Margo:** 104.95' along Margo Ln.
2008 Commerce: 105.47' along Commerce; **2010 Commerce:** 105.00' along Commerce; 179.99' along **Mildred Dr.**

Topography: Flat

Existing Development: Single Family Home; detached storage sheds, storm shelter.

**SURROUNDING
CONDITIONS:**

	<u>ZONE</u>	<u>LAND USE</u>
North:	C-3	Commercial
South:	AG-1	Single-Family Home
East:	AG-1	Single-Family Home
West:	C-3	Single-Family Home

HISTORY:

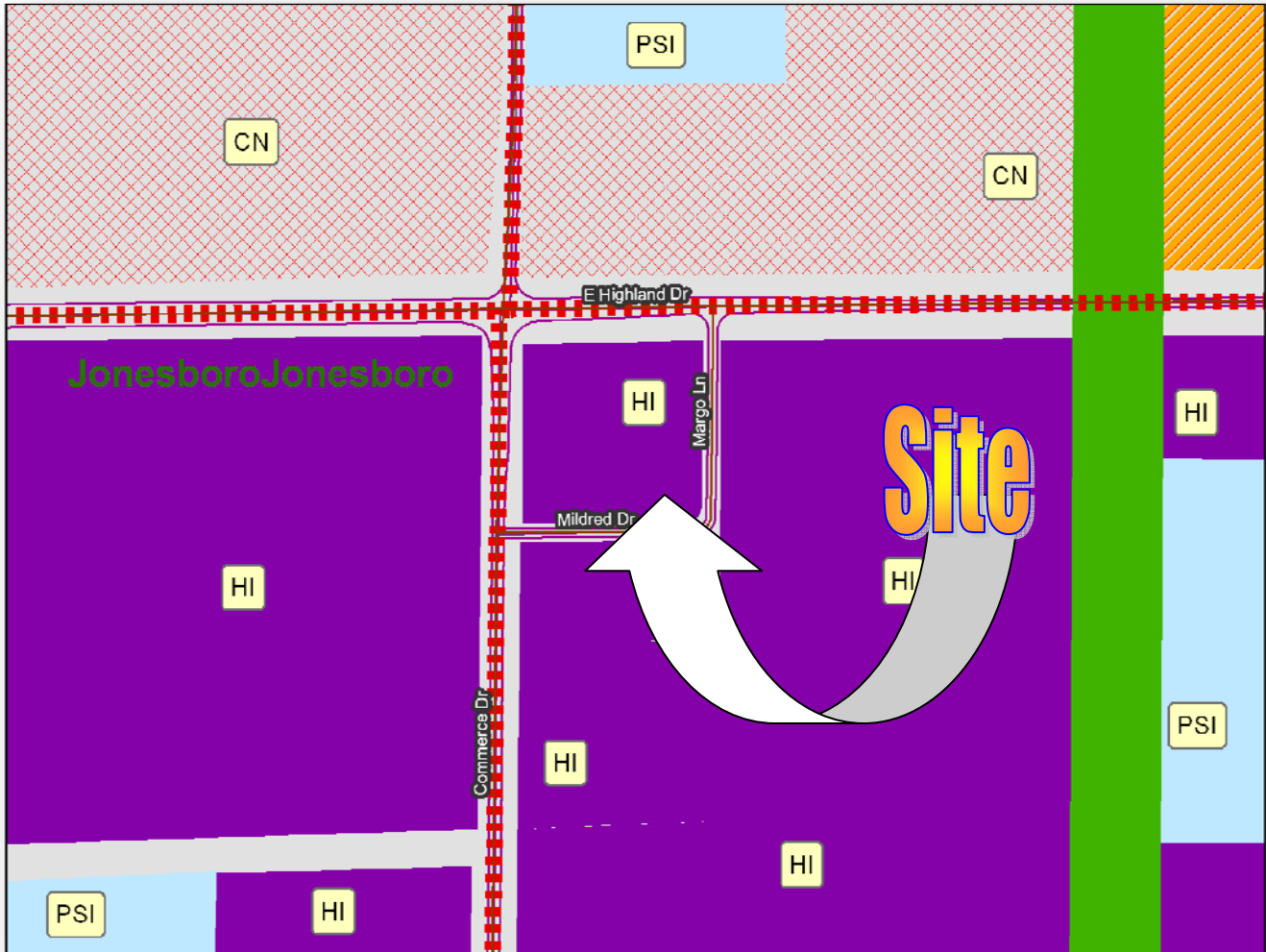
Adjacent property rezoned 4/1/14, under ORD 14:012, for 2001 Margo Lane by Jack Elam. This will better coordinate and make the site more feasible for redevelopment in terms of lot configuration.

ZONING ANALYSIS

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:








COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as Heavy Industrial. The proposed rezoning is not as intense as heavy industrial/manufacturing, with the proposed rezoning being General Commercial. This site is just south of a Commercial Node intersection, therefore Staff feels that a coordinated cohesive mixed development may provide for much needed supportive commercial office and service retailing.



Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 District rezoning is consistent with the Future Land Use Plan, although the designation calls for a more heavy commercial.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, as a Limited Use Overlay, if the adjacent parcels are redeveloped collectively. This will afford the Commission and the Council shape future development and place much needed conditions to deal with existing residential and coordinated mixed development and access management.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	The proposed rezoning can be made compatible with the development trends in the area. Although, some of the surrounding property is zoned for agriculture, while now used for residential uses, a transition of the zoning and land use is occurring on this immediate area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	This land would be accessed near a major commercially developed area. Suitability for general commercial is feasible. The current agricultural designation is not suitable.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	The bordering properties are zoned C3, R-1 and AG-1. With proper access management and adequate buffers to the surrounding residential, the site should not be a detriment to the area.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property is not vacant with the current AG-1 zoning.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned to C-3 Limited Use Overlay.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The applicant is requesting a change to a “C-3”, L.U. Overlay for General Commercial. The applicant also stated that with recent commercial growth in this area, this tract is an attractive location for continued commercial development. There are various types of development in the immediate area, including some sparse residential and commercial, and some industrial (on Commerce Drive to the west).

This area is not conducive to single family neither residential nor agricultural, due to the expanse and variation of commercial development. When re-developed, this land should be developed in a manner very consistent with the increasing needs for the area; hence, this is why the applicant feels the rezoning is necessary.

Zoning compliance/ Other Zoning Code Analysis:

The applicant has requested a rezoning to a “C-3”, L.U.O., General Commercial District with conditions, limitations, and a list of uses to be discouraged. Staff raised concerns in the previous related case, and the applicants have shown a desire to coordinate future redevelopment of the subject properties, that will lend for a more conducive development that will resemble good planning principles.

Dimension Requirements Commercial and Industrial Districts

<i>Dimension</i>	<i>CR-1</i>	<i>C-4</i>	C-3	<i>C-2</i>	<i>C-1</i>	<i>I-1</i>	<i>I-1</i>
<i>Minimum lot size</i>							
Single-family (sq. ft.)	6,500	NP	NP	6,000	NS	NP	NP
Duplex (sq. ft.)	7,200	NP	NP	7,200	NS	NP	NP
Multifamily (area/family)	NP	NP	NP	3,600	NS	NP	NP
Nonresidential uses (sq. ft.)	6,500	6,500	6,500	6,500	NS	6,500	10,000
Minimum lot width (all uses)	50'	50'	50'	50'	25'	50'	100'
Minimum lot depth (all uses)	100'	100'	100'	100'	NS	100'	100'
<i>Street setback</i>							
Residential uses	25'	NP	NP	25'	NS	25'	NP
Nonresidential uses	25'	25'	25'	25'	NS	25'	100'
<i>Interior side setback</i>							
Residential uses	7.5'	10'	NP	10'	NS	10'	NP
Nonresidential uses	10'	10'	10'	10'	NS	10'	25'
<i>Rear setback</i>							
Residential uses	20'	20'	NP	20'	NS	20'	NP
Nonresidential uses	20'	20'	20'	20'	NS	20'	25'
Maximum lot coverage (all uses)	50%	50%	60%	50%	100%	60%	60%
Percent of total lot area (building floor area)	20	20	NS	20	NS	NS	NS

Note.

NP = Not permitted.

NS = No standard.

Master Street Plan/Transportation

The subject property is served by Commerce Dr., Mildred Dr., and Margo Ln. On the Master Street plan, Commerce Dr. is classified as a principal arterial, which requires a 60 ft. right-of-way to road centerline (120 ft. total right-of-way) and Mildred and Margo Ln. are classified as local streets, which requires a 30 ft. right-of-way to road centerline (60 ft. total right-of-way).

For Commerce Dr., the rezoning plat shows a sufficient amount of dedicated right-of-way; however, for Mildred Dr. and Margo Ln., the rezoning plat shows a +/- 20 ft. right-of-way to the road centerline which is insufficient. The Lazy Acres subdivision, plat which this property is located shows a total dedicated street right-of-way of 50 ft. for Margo Ln. (formerly Marolyn Ln.).

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues reported to date.	
Streets/Sanitation	Reported no issues.	
Police	No issues reported to date.	
Fire Department	No issues reported to date.	
MPO	No issues reported to date.	
Jets	No issues reported to date.	
Utility Companies	No issues reported to date.	

Sec. 117-140. Overlay and special purpose districts.

(c) *LU-O—limited use overlay district.* (3) *Use and property development standards.* When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land.

All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

The rezoning of this property shall also adhere to the following considerations for the uses:

- 1) Each of these properties shall be allowed to remain as single family residential uses until such time as the stipulations and considerations below are satisfied.
- 2) The following uses should be prohibited as a part of the Limited Use:
 - A) Animal Care, General
 - B) Adult Entertainment
 - C) Off-Premises Sign

The applicant has proposed a C-3 Limited Use Overlay District rezoning with a narrowed-down list of uses permitted except the following highlighted uses in yellow. (Note that some uses are permitted within the C-3 District; however others must request a Conditional Use Approval by the MAPC):

List of Commercial Uses	C-3 General Commercial	List of Commercial Uses	C-3 General Commercial
<i>Civic and commercial uses</i>		<i>Civic and commercial uses</i>	
Animal care, general	Permitted	Nursing home	Permitted
Animal care, limited	Permitted	Office, general	Permitted
Auditorium or stadium	Conditional	Parking lot, commercial	Permitted
Automated teller machine	Permitted	Parks and recreation	Permitted
Bank or financial institution	Permitted	Pawn shops	Permitted
Bed and breakfast	Permitted	Post office	Permitted
Carwash	Permitted	Recreation/entertainment, indoor	Permitted
Cemetery	Permitted	Recreation/entertainment, outdoor	Permitted
Church	Permitted	Recreational vehicle park	Permitted
College or university	Permitted	Restaurant, fast-food	Permitted
Communication tower	Conditional	Restaurant, general	Permitted
		Retail/service	Permitted
Convenience store	Permitted	Safety services	Permitted
Day care, limited (family home)	Permitted	School, elementary, middle and high	Permitted
Day care, general	Permitted	Service station	Permitted
Entertainment, adult	Conditional	Sign, off-premises*	Permitted
Funeral home	Permitted	Utility, major	Conditional
Golf course	Permitted	Utility, minor	Permitted
Government service	Permitted	Vehicle and equipment sales	Permitted
Hospital	Permitted	Vehicle repair, general	Permitted
Hotel or motel	Permitted	Vehicle repair, limited	Permitted
Library	Permitted	Vocational school	Permitted
Medical service/office	Permitted	Warehouse, residential (mini) storage	Conditional
Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>	
<i>Agricultural uses</i>		Freight terminal	Conditional
Agriculture, animal	Conditional	Research services	Conditional
Agriculture, farmers market	Permitted		

Provisions or stipulations should be imposed by the Planning Commission to deal with the existing single family homes that would need to be *sun-shined*, because they would become a *Non-conforming Use* within a

new C-3 L.U.O. District, that typically does not allow residences. If the home is converted into some form of commercial use, it may not satisfy current building codes, zoning setbacks, site design, and parking requirements.

MAPC RECORD OF PROCEEDINGS: Meeting Held April 8, 2014:

Mr. George Hamman, Civilogic appeared before the Commission stated that he prepared the application and plat for the rezoning on behalf of the owners. This request is similar to the Jack Elam Case which was recommended for approval by the MAPC on March 11, 2014. Mr. Hamman noted that the stipulations are the same with the additional lots added in this petition. The only additional request is that the existing residential structures be allowed to remain residential use until such time a master plan for commercial.

Staff:

Mr. Spriggs gave summary comments from the Staff Report. He presented the case facts and described the general project vicinity of Marlo Lane and Hwy. 18 E. The Comprehensive Land Use Plan recommendation is *Light Industrial* for the project site. The table and list of criteria for rezoning was covered, and consistency was achieved on all items. The Master Street Plan will be complied with.

Mr. Spriggs: Noted that this area is highly favorable for rezoning and redevelopment to commercial, although there are still residential uses abutting. The rezoned properties if developed in a consolidated manner will provide necessary supportive commercial to the industrial park area.

The stipulations were read and agreed upon by the applicants.

Public Input: None.

Commission Action:

Motion was made by Mr. Reece to approve and recommend the rezoning to Council with the noted restrictions. Motion was 2nd by Mr. Scurlock.

Roll Call Vote:

Mr. Scurlock- Aye; Mr. Hoelscher - Aye; Mr. Reece- Aye; Ms. Nix- Aye; Ms. Schrantz- Aye; Measure passed unanimously (5-0 Vote). Absent was Mr. Kelton.

Conclusion:

The MAPC & the Planning Department Staff find that the requested Zone Change submitted for the four (4) listed parcels should be recommended for approval to City Council based on the above observations and criteria, of Case RZ 14-04, a request to rezone property from “AG-1” to “C-3” L.U.O. General Commercial subject to the following stipulations:

1. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
2. That the redevelopment and change of use of the property be subject to coordination of adjacent property as approvable by the MAPC. Property shall remain as a single family dwelling until such time.

3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any development of the property.
4. Coordination is required of all egress/ingress with the State Highway Dept., M.P.O., the City Engineering Dept. and the Planning Dept.
5. The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking southwest toward 2005 Margo Ln. One of four subject properties.



View looking southwest toward 2009 Margo Ln. One of four subject properties.



View looking northeast toward 2010 Commerce Dr. One of four subject properties.



View looking northeast toward 2008 Commerce Dr. One of four subject properties.



View looking southwest toward 2001 Margo Ln. which is located north of subject properties.



View looking east toward 2004 & 2008 Margo Ln. which is located east of subject properties.



View looking southeast toward 2012 Margo Ln. which is located east of subject properties.



View looking northwest toward 2011 Margo Ln. which is located south of subject properties.



View looking southwest toward 2203 Mildred Dr. which is located south of subject properties.



View looking southeast toward 2204 Commerce Dr. which is located south of subject properties.



View looking west toward 5601 E. Highland Dr. which is located west of subject properties.



View looking southeast toward 2006 Commerce Dr. which is located north of subject properties