

Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Agenda

Finance & Administration Council Committee

Tuesday, April 26, 2016 4:00 PM Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-16:041 Minutes of the Finance Committee meeting on April 12, 2016

Attachments: Minutes

4. New Business

Ordinances To Be Introduced

ORD-16:024 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE

GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE

SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

Sponsors: Grants and Engineering

<u>Attachments:</u> <u>Invoice and Sole Source Justification</u>

GIF- Opticoms Grant Agreement

Resolutions To Be Introduced

RES-16:048 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION

15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

<u>Sponsors:</u> Finance

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



300 S. Church Street Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:041 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 4/13/2016 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: Minutes of the Finance Committee meeting on April 12, 2016

Sponsors:

Indexes:

Code sections:

Attachments: Minutes

Date Ver. Action By Action Result

Minutes of the Finance Committee meeting on April 12, 2016



Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 12, 2016 4:00 PM Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was not in attendance.

Present 4 - Ann Williams; John Street; Darrel Dover and Todd Burton

Absent 2 - Charles Coleman and Rennell Woods

3. Approval of minutes

MIN-16:035 Minutes for the Finance Committee meeting on March 29, 2016

Attachments: Minutes

A motion was made by Councilwoman Ann Williams, seconded by Councilman John Street, that this matter be Passed . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

4. New Business

Resolutions To Be Introduced

RES-16:039

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR 2016 TIGER DISCRETIONARY GRANT ROUND EIGHT REQUESTING FUNDS FOR THE PATRICK STREET CONNECTOR AND OVERPASS PROJECT FOR THE CITY OF JONESBORO

Sponsors: Grants, MPO and Engineering

City Engineer Craig Light explained the Patrick Street overpass project is the largest project that will be completely locally funded. There are no funds available from the Highway Department to help fund the project because it is located on a city street, so they would like to apply for the Tiger Grant. They are proposing different items with this project, including the closing of Fisher Street after the completion of the project which may result in funding from the railroad companies for the overpass project in addition to the Tiger Grant. He noted the minimum local match would be 20%, but it

may be larger in the final application. They also anticipate Bridge Street being closed in the future to vehicle traffic. In the past few years, they have spent \$800,000 to make improvements on Bridge Street in order to extend the life of the bridge. But, the bridge should be considered for closing to vehicle traffic and leaving it with bicycle and pedestrian traffic. Vehicle traffic would be transitioned to this overpass on Patrick Street. Those specifics will be included on the Tiger Grant application, but without any sort of timeline.

Councilman Street asked if this would also result in the prioritization of the widening of Patrick Street. Mr. Light noted they included funding for design work in the Tiger Grant application for the entire length of the improvements, not just for the bridge itself. This would allow them to have plans ready for the entire roadway, and then receive funding for the two phases of the project. They are estimating \$1.5 million for design fees, which will be a portion of the local contribution. He added a contract will be have to be approved by the City Council in the future to move forward with the project. Right now, they are just submitting an application to see if the city can receive funding for the project.

Councilman Burton questioned how long the life span of the Bridge Street bridge will be increased if vehicle traffic was deterred to the possible Patrick Street overpass. Mr. Light stated it would add some life to the bridge, but he can't be sure by how much. He noted the bridge was built in 1936, so by the time this project is completed the bridge will be pushing 90 years old.

A motion was made by Councilwoman Ann Williams, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

RES-16:042

RESOLUTION APPROVING THE SUBMISSION OF THE AMENDED FY2015 CDBG ACTION PLAN WITH REVISED BUDGET TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Sponsors: Grants

Attachments: 2015 Amended Action Plan 3.8.16

2015 Action Plan 4.9.15

Grants Administrator Kimberly Marshall explained HUD found \$230,000 in their bank account that they tracked back to 2005. After researching where the money came from, they found it was from sales tax monies. HUD informed them they had to spend the money, so they are amending the 2015 Action Plan. The money will allow them to put a little over a mile in sidewalks in north Jonesboro around Word and Belt Streets.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

RES-16:044

A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF 1 SOCCER FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: Arkansas State 2016.pdf

Parks Director Wixson Huffstetler stated this is ASU's renewal after five years. It is a typical sponsorship for \$12,500 for five years.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

RES-16:045

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT TO SUBMIT THE FY 2016 CDBG ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Sponsors: Grants

Attachments: 2016 Action Plan draft rev03222016

Ms. Marshall discussed the 2016 Action Plan. This will finish up the last of the five-year consolidated plan. Funding was increased by \$14,000, bringing the total up to \$588,535. They will be updating Lewellen Park, as well as setting aside \$175,000 for rehabbing homes. Councilman Street asked if that was part of the money intended to be used if the Property Maintenance Code is approved. Ms. Marshall answered yes. She explained it is for homeowners who have low to moderate income and fit their criteria. If they are approved for funding, they will bring the home up to standard. She noted there is also emergency funding as well as \$20,000 for demolitions.

Councilman Street then asked about the \$5,000 funding for the West End Association. Ms. Marshall explained it is for lighting the neighborhood. They toured the neighborhood with Lt. Todd Nelson from Code Enforcement to determine criminal activity hot spots. They think lighting will help reduce the crime in that area in order to encourage mixed income families to live in that area.

A motion was made by Councilwoman Ann Williams, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

- 5. Pending Items
- 6. Other Business
- 7. Public Comments
- 8. Adjournment

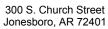
A motion was made by Councilman John Street, seconded by Councilman Todd Burton, that this meeting be Adjourned. The motion PASSED with the

following vote.

Aye: 3 - Ann Williams; John Street and Todd Burton

Absent: 2 - Charles Coleman and Rennell Woods

City of Jonesboro Page 4





Legislation Details (With Text)

File #: ORD-16:024 Version: 2 Name: Waive competitive bidding to purchase Opticom

systems

Type: Ordinance Status: To Be Introduced

File created: 4/15/2016 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND

COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM

CONSOLIDATED TRAFFIC CONTROLS, INC.

Sponsors: Grants, Engineering

Indexes: Grant, Property purchase - other, Waive competitive bidding

Code sections:

Attachments: Invoice and Sole Source Justification

GIF- Opticoms Grant Agreement

Date Ver. Action By Action Result

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

WHEREAS, the Grants and Community Development Department has received General Improvement Funds for the purchase of six Opticom IR Systems to begin the second installment of the hardware in addition to the existing for eighteen of the fifty-two signal lights; and

WHEREAS, this equipment is only compatible with the software program that was purchased from Consolidated Traffic Controls, Inc. in August 2014 from a competitive bid process; and

WHEREAS, the said services can be obtained from Consolidated Traffic Controls, Inc. 1016 Enterprise Place Arlington, Texas 76001, at an estimated cost of \$39,804.31. This price includes the delivery and sales taxes from their facility in Arlington, TX.

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

SECTION 1: The City Council in accordance with the Ark. Code Ann. §14-508-303 hereby waives the requirements of competitive bidding and directs the purchasing manager to purchase the above described items for the price set forth above.

SECTION 2: The 2016 Budget is hereby amended to establish a budget for the General Improvement Funds for \$40,078 in the Grants Administration fund.

Quote by Bryan Jones (817)265-3421 bjones@ctc-traffic.com Mark Nichols City of Jonesboro Arkansas **4/13/2016** 10:49 AM



AC 4-7-16

4/13/2016

10-47.53 AM

mnichols@jonesboro.org

CTC Part		Section				
Number	Description	Qty Qt	/	Ui	nit Price	Total Price
110610-MM	Model 764 Multimode Phase Selector		6	\$	2,751.00	\$ 16,506.00
110603-MM	Model 768 Auxiliary Panel		6	\$	375.00	\$ 2,250.00
110611	3100 GPS Radio Unit (Mast Mount)		6	\$	2,680.00	\$ 16,080.00
110605	GPS Cable 1,000 Ft Roll (Per Ft.)	1,0	000	\$	0.77	\$ 770.00
201011	3/4" Narrow Hub (IR)		6	\$	12.00	\$ 72.00
100201	Model 380 Card Rack		6	\$	168.00	\$ 1,008.00
		To	tal	Be	fore Tax	\$ 36,686.00
		Sales Tax (if applicat	le)		8.50%	\$ 3,118.31
					Shipping	Included
				Gra	nd Total	\$ 39,804.31

Notes:



THE CITY OF JONESBORO

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Use for all purchases of \$2000 or more when lowest bidder has not been selected

Refer to the Procurement Manual

Brief Descrip	otion of Purchase: Opticon Equipment (le intersections
	dor: Consolidated Traffic Controls, Inc. as appropriate:
(SECTION I) SOURCE JUSTIFICATION
PART A Award to SII	NGLE SOURCE
	Reorder based on previous bid (within one year). Send copy of previous quote. Supply previous purchase number PO Date
	Repair services or parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.
\bowtie	Compatibility of equipment or supplies required. List equipment with which purchase will be used: Model # Serial #
	Upgrade to existing software. Software only available from the producer of this software who sells on direct basis.
	Used or demonstration equipment available at a lower-than-new cost. (Provide copy of quote showing used versus new pricing.)
	Other. (Explain in Section III)

PART B Award to SO	LE SOURCE	
	5	(Explain technical or other reasons why similar cost/price analysis in Section III.)
(SECTION)	(I) ESTABLISHMENT OF PRIC	E REASONABLENESS
		etermined that the price proposed is determined ests of the City based on the following:
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	or standard price list regularly maintained by mercial products sold. (Attach copy of vendor's
	Price obtained includes a discount showing list price and net price po	from current list prices. (Attach copy of quote aid.)
	Other. (Explain Below.)	
(Use addition	II) EXPLANATION al sheet if needed)	
Only	Suppliet of Con	patible equipment.
(SECTION I	V) AUTHORIZATION/APPROV	ALS
Department _	1	Requisition/PO#
Authorized Si	gnature Mark Vizhols	Requisition/PO# Date
Purchasing A	ithorization	Date



February 1, 2016

City of Jonesboro PO Box 1845 Jonesboro, AR 72403

Dear Kimberly Marshall:

The East Arkansas Planning & Development District (EAPDD) has received your executed Grant Agreement for the 2015 General Improvement Fund (GIF) Grant Number 20159903. The application to the City of Jonesboro in the amount of \$40,078.00 was approved for the following purpose:

Funds will be used to install an Opticom GPS system for first responders

A copy of the executed Grant Agreement has been enclosed, along with a blank Request for Payment (RFP) form.

In order to disburse funds, City of Jonesboro will be required to submit an RFP and corresponding invoices or receipts for items purchased/services performed to EAPDD for payment. Electronic RFP forms are available upon request. Please send completed RFPs and supporting documentation to:

EAPDD Attn: GIF Grant Program P.O. Box 1403 Jonesboro, AR 72403

- For projects greater than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
- Once a RFP is received and processed, EAPDD will then pay vendors directly and provide proof of payment to Grantee.
- Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

If you have any questions, please do not hesitate to contact Erika Jernigan at 870.932.3957 or email ejernigan@eapdd.com.

Best,

Senior Grants Administrator

Enclosures

Grantee: City of Jonesboro Grantee #: 20159903

East Arkansas Planning & Development District General Improvement Fund Grant Program Grant Agreement

Grantee:	City of Jonesboro	Grant #:	20159903	
Grant Amour	at: \$40,078.00			
Purpose: Fun	ds will be used to install an Opticom GPS sys	tem for first responde	ers	

GRANTOR

East Arkansas Planning & Development District

PO Box 1403

Jonesboro, AR 72403 Phone: 870.932.3957 <u>GRANTEE</u>

City of Jonesboro PO Box 1845

Jonesboro, AR 72403 Phone: 870-336-7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then Grantor shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by Grantor in its sole discretion.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

Grantee #: 20159903

Grantee: City of Jonesboro

4. FEE

At or before the time the Grantee receives the grant award under this Grant Agreement, Grantee shall remit to Grantor a fee which shall be calculated by multiplying the grant award given to Grantee times four percent (4%). Grantee acknowledges and agrees that there will be no refund of the paid fee by Grantee under any circumstances.

5. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

6. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

8. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

9. TERMINATION FOR CAUSE

This agreement may be terminated by Grantor, in its sole discretion, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the written notice from Grantor, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination. If the Grantee fails to comply with the terms of this Agreement, or fails to use the grant for soley those purposes set forth therein, the Grantor may:

- (a) After written notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantor from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.
- (b) Terminate the grant, in whole or in part, at any time before the final grant payment is made. The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and

Grantee: City of Jonesboro

liabilities of the parties. Grantee agrees that regardless of its designation of any third party or parties to undertake all or part of the grant project, Grantee remains primarily liable and responsible for the recovery of and reimbursement to Grantor of any grant proceeds owed to Grantor as a result of any failure by the Grantee to comply with the terms of this Agreement.

10. RECOVERY OF GRANT FUNDS

In the event of a violation of the terms of this Agreement by the Grantee, the Grantor may institute actions to recover all or part of the project funds paid to the Grantee. Grantee shall be liable for all attorney fees and other costs incurred by Grantor in pursuing such remedies.

11. ENFORCEMENT

If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of this Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any one or more of the following actions, in its sole discretion:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
- (b) Conduct a site visit to examine pertinent records and recommend remedial courses of action;
- (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
- (d) Suspend funding for questioned activities until remedies are effected;
- (e) Require reimbursement of funds improperly spent, including a demand that Grantee institute all necessary legal proceedings, at its expense, to recover funds improperly spent by any third party performing on behalf of the Grantee;
- (f) Institute appropriate legal actions against Grantee to recover improperly spent grant funds; and/or
- (g) Condition future receipt of EAPDD GIF Program funds upon assurances of corrective action and special conditions.

12. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain

Grantee: City of Jonesboro

Grantee #: 20159903

provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

13. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

14. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

15. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

16. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development

District

City of Jonesboro

Melissa Rivers

Executive Director

Kimberly Marshall

Date

Date

REQUEST FOR PAYMENT/EXPENDITURE REPORT FOR GENERAL IMPROVEMENT GRANT PROGRAM FUNDS

GRANT # 20159903	Grant Purpose: Funds will be use system for first re	RFP #:	DATE OF REQUEST	
NAME AND ADDRESS OF GRANTOR AGENC		NAME AND ADDRESS OF	GRANTE	MAKE CHECK PAYABLE TO
General Impr	ovement Fund	City of Jonesboro		
East Arkansas	s Planning Development District	PO Box 1845		
P.O. Box 1403	3	Jonesboro AR	72403	
Jonesboro, A	R 72403			
FAX: (870) 93	2-0135			
PHONE: (870)932-3957		Kimberly Marshall		
Grant Manager: Emily Hathcoc		870-336-7229		

EXPENDITURE REPORT AND PROJECTED NEEDS

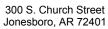
Grant Budget Items	Total Current Budget	Previous Expenses	Funds Requested
6-Multimode Phase	\$17,909.00		
Selectors			
6- Auxillary Panels	\$2,441.00	u u	
6- GPS Radio Unit	\$17,447.00		
GPS Cable	\$1,953.00		
3/4" Narrow hub	\$78.00		
Totals:	\$40,078.00		

Ν	O	T	E	S	
N	U	L	Ė	5	•

CERTIFICATION (Must Be Completed by Grantee)

I Certify that this Request for Payment has been prepared in accordance with the terms and conditions of the grant agreement with EAPDD and that the amount requested is proper for payment to the drawer or for credit to the account of the drawer at the drawer's bank. I also certify that the date reported above is correct and that the amount of the Request for Payment is not in excess of current needs.

AUTHORIZED SIGNATURE		DATE	
	FOR GRANTOR USE ONLY		
DATE OF APPROVAL	APPROVED BY:		CHECK NUMBER





Legislation Details (With Text)

File #: RES-16:048 Version: 1 Name: Tax Back Program for FMH Conveyors, LLC

Type: Resolution Status: To Be Introduced

File created: 4/20/2016 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, CERTIFYING

LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE

ACT OF 2003).

Sponsors: Finance

Indexes: Tax Back Program

Code sections: Attachments:

Date Ver. Action By Action Result

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use tax as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, FMH Conveyors LLC, to have a facility at 9701 E. Highland Dr., Jonesboro, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from construction and adding equipment to the specific facility; and

WHEREAS, FMH Conveyors LLC, has agreed to furnish the local government all necessary information for compliance.

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

- 1. FMH Conveyors LLC, be endorsed by the City Council of Jonesboro, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
- 2. The Department of Finance & Administration is authorized to refund local sales and use taxes to FMH Conveyors LLC.

File	#•	RFS-1	16·048	Version:	1
ı IIC	π .	INLO-	10.0 1 0.	VEISIUII.	

3. This resolution shall take effect immediately.