



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Friday, August 17, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:076](#) Minutes for the Finance Committee meeting on July 31, 2018

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-18:119](#) A RESOLUTION TO CONTRACT WITH MEDIC ONE FOR SPONSORSHIP OF ONE BASEBALL FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [Exhibit A](#)

[RES-18:121](#) A RESOLUTION TO CONTRACT WITH NEA BAPTIST FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [Exhibit A](#)

[RES-18:122](#) A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [Exhibit A](#)

[RES-18:124](#) A RESOLUTION TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE 2018 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE CITY OF JONESBORO

Sponsors: Grants and Police Department

Attachments: [MOU Judge Hill signed](#)
[JAG 2018 Budget Narrative](#)
[FY18 JAG local Chief Exec Cert](#)
[FY2018JAIComplianceWith1373-1644](#)
[FY2018JAIComplianceWithVarious](#)
[2018 JAG SF424](#)
[Program Narrative for Upgraded Police Equipment](#)

RES-18:125 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT THE FY2019
OUTDOOR RECREATION MATCHING GRANT APPLICATION

Sponsors: Grants and Parks & Recreation

Attachments: [2016 Civil Rights Assurance](#)
[Form 424](#)
[Form 424D](#)
[Certifications Regarding Debarment Form DI 2010](#)
[2018 Project Fund Assurance](#)
[Environmental Assessment Earl Bell](#)
[Flood Cert. Earl Bell](#)
[Waiver of Retroactivity Craighead](#)
[2018 Recreation Priorities](#)
[Project Budget 2018](#)
[Earl Bell Site Plan](#)
[Project Narrative Outdoor Recreation-Earl Bell 2018](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-18:076 **Version:** 1 **Name:** Minutes for the Finance Committee meeting on July 31, 2018
Type: Minutes **Status:** To Be Introduced
File created: 8/1/2018 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on July 31, 2018
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on July 31, 2018.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, July 31, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 5 - Ann Williams; John Street; David McClain; LJ Bryant and Joe Hafner

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-18:074](#)

Minutes for the Finance Committee meeting on July 13, 2018.

Attachments: [Minutes](#)

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

Aye: 4 - Ann Williams; John Street; David McClain and LJ Bryant

Absent: 1 - Charles Coleman

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-18:050](#)

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE TO ACCEPT THE FY2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD AND AMEND THE 2018 BUDGET

Attachments: [Grant Award JAG FY 2017 DJ-BX0833](#)
[FY 2017 JAG Program Budget Narrative](#)

Councilmember David McClain said the only question I had was when we're talking about scanners on here, are those for scanning I.D.s. Is that what it is for?
Councilmember John Street said to scan driver's licenses. It gets your name and all that stuff. It fills it in so you don't have to sit there and type it in. Councilmember L.J. Bryant asked so, this is 35 cars, and we already have it in some cars, right?
Councilmember Street said no. I don't think so. Well, yes, there are some. Community

Development Director Tiffny Calloway said yes. I asked Chief Rick Elliott about this particular grant. This will complete all cars, but about 20 cars. So, we're getting close to getting every police cruiser certified with the E-Citation and E-Crash software. So, we're 20 short after we receive this grant. So, it's really helpful. Councilmember McClain asked if there were grants or anything to help as far as for reading license plates because there are scanners that you can mount on the car. Ms. Calloway asked if that was legal in Arkansas. Councilmember McClain said I don't know. Councilmember Street said no. We don't have that. Councilmember McClain said I'm asking are there things we could look for. Ms. Calloway said at the next Finance meeting, we will actually be putting in a resolution to apply for the funding for FY18, and Chief Elliott has some ideas on what he wants to use the \$32,000 for FY18. I don't think that was one of the topics of discussion, but give me a call and we can discuss that offline. Councilmember McClain said okay. That will work.

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

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

RESOLUTIONS TO BE INTRODUCED

[RES-18:112](#)

A RESOLUTION TO CONTRACT WITH KIWANIS CLUB OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

Attachments: [Exhibit A](#)

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-18:117](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH 1ST SECURITY BANK, INTRUST, N.A. AND NESTEGG CONSULTING INC, TO PROVIDE SERVICES FOR THE CITY OF JONESBORO NON UNIFORMED EMPLOYEES 457 (b) RETIREMENT SAVINGS PLAN AND TRUST

Attachments: [Amendment Two to COJ 457\(b\) Plan](#)
[City of Jonesboro 457\(b\) Plan - Restated Loan Policy\(2\).pdf](#)

Councilmember David McClain asked Chief Financial Officer Bill Reznicek if he would care to talk about this resolution. Councilmember McClain said Chairmember Joe Hafner mentioned the main change was allowing loans to happen. Is that correct, or is there something else I am missing? Mr. Reznicek said what this does is it gives the employees the ability to borrow 50% up to \$50,000 of their vested balance in the 457(b), which is their contribution portion of the NestEgg plan. There are two plans. There is the 401(a), which is the city's match, and a 457(b), which is the employee's contribution. This gives them the capability to borrow against that and, basically, their fund is a collateral for that loan and they can repay that over a period of five years through payroll deductions.

Chairmember Hafner said loans are a pretty standard part of most retirement plans. Mr. Reznicek said there are two major requirements with the IRS. One is that the repayment period doesn't exceed five years, and two, is that there's a minimum of quarterly payments. So, our plan complies with both of those criteria for the IRS to allow this under their tax guidelines. Councilmember McClain said I guess the fees that come along with getting a loan, the interest and all that that comes with it, does that go right back into their account like any other one. Mr. Reznicek said yes. There is a \$100 processing fee for the loan itself and that comes out of the liquidation of their account to fund the loan. So, the employee pays a \$100 loan origination fee anytime they take out a loan, and then the interest that they pay themselves is based upon prime plus 1%. So, today, prime rate is 5%. For example, the employees would be repaying themselves the loan at a 6% interest rate that would go back into their fund, then they would be repurchasing the mutual fund or whatever investment vehicle that their plan or their account is in. The other thing I'll mention about this is, obviously, you know this was not in the original NestEgg program. There was not a loan provision. The Employee Rep Committee had asked us to consider this. They have actually been asking for this for some time now. We agreed to take a look at it. Most loan provisions allow for multiple loans. That was one thing that we did was that we paired it back to just one outstanding loan at any given time.

Mr. Reznicek said the other thing, I had lunch with representatives from First Security Bank a couple of weeks ago, and they are in agreement. They are going to come in and assist us with this. Once this is adopted, assuming it's adopted, we're going to have an education process with the employees. We're going to combine that with kind of reselling the plan to everyone. It's kind of an update and here's what's going on with the plan. If you want to make changes then this is how you do it and also educate the employees on the considerations for taking out a loan. In some cases, it might behoove them to go to a bank or a credit union, rather than borrow against their retirement plan, because once they pull that money out, even though they're paying themselves interest, they don't experience any other growth that they might have in a mutual fund. We're going to try to not necessarily, I don't want to use the word, discourage employees from using this feature, but we certainly want to make them aware that this is a retirement plan. This is not like a Christmas club that they need to be hitting every other year for a loan. So, we're going to try to at least give them some education on the importance of really taking a hard look at whether or not they should be using their retirement plan for a loan, but we do feel like it's a reasonable request and a reasonable feature of the plan. As Chairmember Hafner said, most plans that you see typically would have this feature. With the 457(b), there is more limitation on hardship withdrawals than you find in a 401(k). In a traditional 401(k), a private employer has what is called safe-harbor rules that you can take withdrawals from. A 457(b) is a little tougher to get money out of. You have to have a truly catastrophic situation to be able to get money out of the 457(b). This does facilitate their ability to access their funds if they need to.

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

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-18:118](#)

A RESOLUTION TO ALLOW THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR A CONSULTANT TO STUDY IMPACT FEES IN THE CITY OF

JONESBORO

Attachments: [resolution to advertise for impact fee consultant.pdf](#)

Councilmember Ann Williams said City Attorney Carol Duncan drafted this as an RFQ but one question might be, and we can discuss this as a committee, whether or not we might want to go with an RFP based upon the estimated cost. I don't know if Planning Director Derrel Smith would want to address this or not. The estimated cost will be over \$20,000. Councilmember David McClain asked if we are anticipating that right now. You said over \$20,000. Councilmember Williams said based upon what has been indicated by one of the firms.

Mr. Smith said the people I have talked to who have done these everything is going to be over \$20,000. I don't know if they get out of bed for less than that. Councilmember McClain asked how long does it usually take. Mr. Smith said probably six months. Councilmember McClain said okay. Councilmember Williams said Duncan Associates is the firm that has done these for other cities in Arkansas. There are two firms that have done a lot of these, and they did it most recently for Sherwood, Arkansas. I read the study they did for them, which is a pretty lengthy study. It's 28 pages. I think they project at least six months as far as estimating what they have communicated to get everything together. It's very detailed what they do as far as the fee structure and what they recommend, even up to drafting an ordinance, if need be.

Chairmember Joe Hafner said, just to emphasize, we can't just take one from the City of Conway or from northwest Arkansas because the fees and the study have to be specific to the cost for Jonesboro and the needs for Jonesboro. Councilmember Williams said that's correct. Mr. Smith said they have to be tied to the plans for Jonesboro.

Chairmember Hafner said back to Councilmember Williams' question about if this needs to be a request for qualifications or a request for proposal. What do you all think? Mr. Smith, do we just stick with qualifications right now, or do we need to change it? Mr. Smith said I would do it as an RFP, but I think you could do it either way. There are only a few out there that have the qualifications and we're going to send it to all of them. So, I think we would want to go ahead and get a proposal from them. Chairmember Hafner asked if we leave it for RFQ right now, then, once everybody has sent their qualifications in, we'd have to do an RFP any way, right? Mr. Smith said right. Councilmember Williams said you're saying leave it like it is right now. Chairmember Hafner said I'm just saying is it necessary to leave it like it is. Mr. Smith said we'll publish it. There are two firms that have done 90% of the impact studies in the United States. So, we're going to send it to those two for sure, and, then anybody else, we'll publish it and if they're interested, they can also send in. Chairmember Hafner asked if the cleanest way to do it is to leave it as an RFQ then follow it with an RFP. Is that the cleanest way? Mr. Smith asked Engineering Director Craig Light what he thought would be best. Mr. Smith said you do more of these than I do.

Mr. Light said it would be, in my opinion, cleaner to do the qualifications because you only request a proposal from one firm once you rank them based on their qualifications. You don't want multiple firms spending 40 hours putting together a detailed proposal for you when you know you're only going to hire one of them. So, if you do the qualifications, they generally have an annual statement or something they send out. You rank them and you request a proposal from one firm. Either you like their proposal or you don't. You modify it and you begin negotiating a contract. That would be my recommendation to stay with the qualifications. Chairmember Hafner said

I would leave it the same then. Let's keep it clean.

A motion was made by Councilperson Ann Williams, seconded by Councilperson David McClain, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

5. Pending Items

Chairmember Joe Hafner said these next three items are kind of all related.

[RES-18:107](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH 1ST SECURITY BANK, INTRUST, N.A. AND NESTEGG CONSULTING INC, TO PROVIDE SERVICES FOR THE CITY OF JONESBORO NON UNIFORMED EMPLOYEES 457 (b) RETIREMENT SAVINGS PLAN AND TRUST

Attachments: [Amendment Two to COJ 457\(b\) Plan](#)

Councilmember David McClain said Chairmember Hafner, if you don't mind, I was going to ask if this was the same thing we just did in the original. Chairmember Hafner said this is related to the entry date where the other one was a loan policy. Councilmember McClain said you had a loan policy and then an amendment, but I was just curious. Chief Financial Officer Bill Reznicek said we actually, and I probably should have stopped you possibly before you went through the whole thing, but I think we want to withdrawal these because one of the three does duplicate the loan provision. We made some amendments on that, and then the other two were a change to the entry date and a change to the frequency of changing contribution rate. So, we would like to basically withdraw those other two amendments and only do the loan provision at this time. Chairmember Hafner asked so you wish to withdraw RES-18:107 and RES-18:109. Mr. Reznicek said correct. Councilmember John Street said you want to withdraw them or you want to postpone temporarily and bring them back. Mr. Reznicek said I think at this time we are going to withdraw them because I don't think we have any plans to reintroduce them, at least for the remainder of this year.

Councilmember John Street motioned to remove RES-18:107 and RES-18:109 from consideration, seconded by Councilmember L.J. Bryant. City Clerk Donna Jackson said postpone indefinitely? Councilmember Street said yes. Chairmember Joe Hafner said there's a motion and a second to postpone indefinitely RES-18:107 and RES-18:109. All voted aye.

A motion was made by Councilperson John Street, seconded by Councilperson L.J. Bryant, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-18:108](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH 1ST SECURITY BANK, INTRUST, N.A. AND NESTEGG CONSULTING INC, TO PROVIDE SERVICES FOR THE CITY OF JONESBORO NON UNIFORMED EMPLOYEES 457 (b) RETIREMENT SAVINGS PLAN AND TRUST

Attachments: [Amendment Three to COJ 457\(b\) Plan
Loan Policy](#)

Chief Financial Officer said this one was replaced by RES-18:117. Chairmember Joe Hafner said it was replaced by RES-18:117. Mr. Reznicek said yes. We introduced RES-18:117 with a different version of the loan document. So, we want to pull this one permanently, as well.

Councilmember Street motioned to postpone indefinitely RES-18:108, seconded by Councilmember Ann Williams. All voted aye.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-18:109](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH 1ST SECURITY BANK, INTRUST, N.A. AND NESTEGG CONSULTING INC, TO PROVIDE SERVICES FOR THE CITY OF JONESBORO NON UNIFORMED EMPLOYEES 401 (a) DEFINED CONTRIBUTION PLAN

Attachments: [Amendment Two to 401\(a\)](#)

Councilmember John Street motioned to postpone indefinitely RES-18:107 and RES-18:109, seconded by Councilmember L.J. Bryant. All voted aye.

A motion was made by Councilperson John Street, seconded by Councilperson L.J. Bryant, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

6. Other Business

Chairmember Joe Hafner said I'm going to be traveling again for work. I think the next Finance meeting is scheduled for August 14th. I hate to do this, but I would like to ask that we move that meeting to Friday, August 17th, at 4 p.m., if that's okay with the committee. Otherwise, you all can have it on the regular date and Councilmember David McClain or somebody else can run the meeting. I would just hate to miss the meeting if we can reschedule it. Councilmember L.J. Bryant motioned that the next Finance meeting be moved from Tuesday, August 14th, to Friday, August 17th, at 4 p.m., seconded by Councilmember McClain. All voted aye.

Chairmember Hafner said I know Councilmember John Street has been working with city staff some on a professional services ordinance and I was going to ask him for an update. Councilmember Street said I have met with Interim Chief Operations Officer Roy Ockert once and I have received a revised proposal. I understand Mr. Ockert has another one, as well, but I haven't seen it. I was going to get with Mr. Ockert and get that if he has it.

Mr. Ockert said I'm on my fourth draft now. There is another law that City Attorney

Carol Duncan has advised. We have a choice between one law and another. One law applies to projects of construction that cost \$2 million or more. I was hoping that we could avoid that, but the alternative is a lot more complicated. The next draft, I think, will be the final version, but we do have to have something for \$2 million and above, which is a different process. It's a two-step process that requires two evaluations by the same committee, but still two evaluations and two rating systems and so forth.

Chairmember Hafner asked do you think you'll have something done that will go back in front of the Public Safety Committee at the next meeting or do you think it will be a little more time. We don't need to rush through it. Mr. Ockert said yes. We will distribute it to all the council before that. Chairmember Hafner said I just wanted to get an update. I know you all have been spending quite a bit of time on it.

Councilmember Street said you mean Public Works. Chairmember Hafner said yes, Public Works is what I meant. Councilmember Street said I was going to get with Mr. Ockert again. Mr. Ockert said we are also working on separate policies for financial services, as you all discussed this evening, and for legal services. We haven't had a policy for those two areas, but we will have now. Those drafts seem to be okay. Chairmember Hafner said thank you.

7. Public Comments

Ms. Patti Lack, 4108 Forest Home Hill Road, asked what is the city's contribution to the employees. What is their percentage to the city's retirement plan to match? Chief Financial Officer Bill Reznicek said the city currently matches 100% of the employee's contribution up to 5% of their salary. Chairmember Hafner said thank you. Good question.

8. Adjournment

A motion was made by Councilperson David McClain, seconded by Councilperson LJ Bryant, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman



Legislation Details (With Text)

File #:	RES-18:119	Version:	1	Name:	CONTRACT WITH MEDIC ONE FOR SPONSORSHIP OF ONE BASEBALL FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	7/31/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH MEDIC ONE FOR SPONSORSHIP OF ONE BASEBALL FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Exhibit A				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH MEDIC ONE FOR SPONSORSHIP OF ONE BASEBALL FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Medic One is seeking sponsorship recognition of one baseball field at the Joe Mack Campbell Sports Complex; and

WHEREAS, Medic One is sponsoring the baseball field for the sum of \$2,500.00 per year for a period of 5 years effective July 20, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Medic One for the sponsorship of one baseball field at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

SPONSORSHIP AGREEMENT FOR BASEBALL FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Medic One** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **20th** Day of **July, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

I. Term

- (a) The term of this Agreement is for a period of five (**5**) years commencing on the Effective Date and ending at midnight on the **30th** of **June, 2023**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Baseball Field #7) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
A sum of **\$2,500** shall be paid on **August 1, 2018**.
A sum of **\$2,500** shall be paid on **July 1, 2019**.
A sum of **\$2,500** shall be paid on **July 1, 2020**.

A sum of \$2,500 shall be paid on July 1, 2021.

A sum of \$2,500 shall be paid on July 1, 2022.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 5' x 10' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.

By: Medic One
Name: Colton Kibler
Title: Admin.
Date: 7/26/18

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-18:121 **Version:** 1 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 8/6/2018 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH NEA BAPTIST FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX
Sponsors: Parks & Recreation
Indexes: Contract
Code sections:
Attachments: [Exhibit A](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH NEA BAPTIST FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, NEA Baptist is seeking sponsorship recognition of one athletic field at the Joe Mack Campbell Sports Complex; and

WHEREAS, NEA Baptist is sponsoring the athletic field for a sum of \$2,500.00 annually for a period of 5 years effective July 27th, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with NEA Baptist for the sponsorship of one athletic field at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC (SOCCER) FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **NEA Baptist** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **27th** Day of **July, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **30th of June, 2023**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #4) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **August 1, 2018**.
 - A sum of **\$2,500** shall be paid on **July 1, 2019**.
 - A sum of **\$2,500** shall be paid on **July 1, 2020**.

A sum of **\$2,500** shall be paid on **July 1, 2021.**

A sum of **\$2,500** shall be paid on **July 1, 2022.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.

By: NEA Baptist
Name: Daniel Reed
Title: Director of Marketing
Date: 7-31-18

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:122	Version:	1	Name:	
Type:	Resolution	Status:		To Be Introduced	
File created:	8/6/2018	In control:		Finance & Administration Council Committee	
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Exhibit A				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Arkansas State University is seeking sponsorship recognition of two baseball fields at the Joe Mack Campbell Sports Complex; and

WHEREAS, Arkansas State University is sponsoring the baseball fields for a sum of \$5,000.00 annually for a period of 5 years effective August 1st, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of two baseball fields at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

SPONSORSHIP AGREEMENT FOR BASEBALL FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **August, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **30th** of **June, 2023**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic fields (Baseball Field #4 and #12) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$25,000**.
 - A sum of **\$5,000** shall be paid on **August 15, 2018**.
 - A sum of **\$5,000** shall be paid on **July 1, 2019**.
 - A sum of **\$5,000** shall be paid on **July 1, 2020**.
 - A sum of **\$5,000** shall be paid on **July 1, 2021**.

A sum of **\$5,000** shall be paid on **July 1, 2022.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 5' x 10' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.


- 1) 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.
- 2) 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 the State of Arkansas. Both parties acknowledge that for any action for monetary damages taken against SPONSOR venue properly lies solely in the Arkansas State Claims Commission.
- 3) 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. Nothing in this Agreement is intended nor shall be construed to waive the sovereign immunity afforded to SPONSOR by virtue of SPONSOR being an agency of the

State of Arkansas.

- 4) 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.
- 5) 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.

ARKANSAS STATE UNIVERSITY

By: 
Name: Carol Barnhill, C.P.M., CPPO, APO
Title: Director of Contract Administration & Strategic Sourcing
Date: 8/1/2018

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-18:124 **Version:** 1 **Name:**

Type: Resolution **Status:** To Be Introduced

File created: 8/8/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE 2018 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE CITY OF JONESBORO

Sponsors: Grants, Police Department

Indexes: Grant

Code sections:

Attachments: [MOU Judge Hill signed](#)
[JAG 2018 Budget Narrative](#)
[FY18 JAG local Chief Exec Cert](#)
[FY2018JAComplianceWith1373-1644](#)
[FY2018JAComplianceWithVarious](#)
[2018 JAG SF424](#)
[Program Narrative for Upgraded Police Equipment](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE 2018 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro has been designated as a disparate jurisdiction with the Department of Justice and therefore must enter into a Memorandum of Understanding with Craighead County, and

WHEREAS, the City of Jonesboro will apply for \$33,202 to purchase Police Vehicle Laptop Equipment Upgrades that will be compatible with the new E-Citation programs implemented, and

WHEREAS, the JAG program is 100% federally funded requiring no local match, and

WHEREAS, the U.S. Department of Justice requires an endorsement by the local governing body.

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

SECTION 1: The City Council for the City of Jonesboro supports the application submission for the Bureau of Justice Assistance Fiscal Year 2018 Police Vehicle Laptop Equipment Upgrade grant funds.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the application.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this Federal-aid program.

Memorandum of Understanding Between the
Craighead County and the **City of Jonesboro**

The purpose of this Memorandum of Understanding (MOU) is to establish the basic guidelines and expectations between the City of Jonesboro and Craighead County regarding the administration of the Edward Byrne Memorial Justice (JAG) award from the Bureau of Justice Assistance.

City of Jonesboro agrees:

- A. To receive 100% of the funds awarded and to be responsible for any required matching funds;
- B. To serve as the fiscal and reporting agent for both jurisdictions;
- C. That the funds in question will be provided for specified projects within the agreement and will only be used for those projects;
- D. That Craighead County will be provided access to JAG projects by use of the equipment purchased under this award;
- E. That the funding provided herein will provide a direct local benefit to both the City and the County and is in the best interests of both entities.

Craighead County agrees:

- A. That they will receive no funds under this award;
- B. That the funds in question will be provided for specified projects within the agreement and will only be used for those projects;
- C. That they will be provided access to JAG projects by use of the equipment purchased under this award;
- D. That the funding provided herein will provide a direct local benefit to both the City and the County and is in the best interests of both entities.

Terms of Agreement

- A. The term of this agreement shall be for the duration of the program being funded by this award.

- B. Should either party desire to make changes to the agreement, they should provide 30 day notice to the other party of the proposed changes. Notice should be sent to the party and address below.

Date: 7-31-18



Craighead County Judge Ed Hill
511 Union, Room 119
Jonesboro, AR 72401

Date: _____

Mayor Harold Perrin City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

Attested by: _____
Donna Jackson, City Clerk

Jonesboro Police Vehicle Equipment Upgrades for FY 18

Budget Narrative

1. Supplies and Services	
a. (10) Toughbook for police officers	\$28,310
i. $\$2831.00 \times 10 \text{ vehicles} = \$11,750$	
b. (10) Panasonic Service Bundle Add on	\$3,250
i. $\$325.00 \times 10 \text{ vehicles} = \$3,250$	
c. (40) Power plus Adapter	
i. $\$29.99 \times 40 = \$ 1199.60$	\$1199.60
2. Administration fees	
Award administrative work (procurement and reporting)	\$442.40
Total	\$33,202.00

Embedded Secure Document

The file <http://jonesboro.legistar.com/View.ashx?M=F&ID=6433779&GUID=8B9644CE-EB0E-4A7E-A239-B14FCF770B8E> is a secure document that has been embedded in this document. Double click the pushpin to view.



Embedded Secure Document

The file <http://jonesboro.legistar.com/View.ashx?M=F&ID=6433780&GUID=37F72693-BFF3-4C45-B96D-B7A209C73643> is a secure document that has been embedded in this document. Double click the pushpin to view.



Embedded Secure Document

The file <http://jonesboro.legistar.com/View.ashx?M=F&ID=6433782&GUID=E04AB3BB-E548-486C-A3BC-269903B6EDD3> is a secure document that has been embedded in this document. Double click the pushpin to view.



APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION	3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name	Organizational Unit	
City of Jonesboro, Arkansas	Jonesboro Police Department	
Address	Name and telephone number of the person to be contacted on matters involving this application	
1001 S Caraway Rd Jonesboro, Arkansas 72401-4404	Calloway, Tiffny (870) 336-7229	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)	7. TYPE OF APPLICANT	
71-6013749	Municipal	
8. TYPE OF APPLICATION	9. NAME OF FEDERAL AGENCY	
New	Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Police Equipment Upgrade Project	
12. AREAS AFFECTED BY PROJECT		
Jonesboro, AR		
13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF	
Start Date: December 01, 2018 End Date: December 31, 2019	a. Applicant b. Project AR01	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$33,202	This preapplication/application was made available to the state executive order 12372 process for review on 08/03/2018
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$33,202	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED		

Jonesboro Police Vehicle Equipment Upgrade 2018 JAG Grant Proposal

Program Narrative

Description of the issues

The City of Jonesboro is requesting secured federal funding in the amount of \$33,202.00 for the purchase of police vehicle equipment, specifically laptops. This equipment is necessary to ensure that the officer can function at full potential while on patrol in the field and is especially vital as the Department begins full implementation of our e-citation and body worn camera programs. The City of Jonesboro has increased in population an average of just over 2% each year, over the last 15 years, increasing from 55,000 in the 2000 census to 67,000 in the 2010 census and continuing growth to our current population of just over 75,000. This increase in population has placed a larger demand for services to our residents, in addition to the 80 square miles the officers must cover. On any given day, there is an average of only 12 to 14 Patrol Officers in the field, forcing each officer to cover about 6 to 7 square miles. To be both efficient and effective in the field, while patrolling such a large area, it is absolutely pertinent that the officers be able to fully operate out of his/her vehicle.

Project Design and Implementation

In 2010, the Jonesboro Police Department began upgrading the outdated and broken equipment. Computerized citation and crash records would enhance recording of information vital to state-mandated investigations of bias-based profiling. Yet another advantage of this program would be real-time information within our agency. The implementation of the new E-Citation program allows officers to accurately enter data in a more efficient manner. Because much of this equipment is outdated, or broken, many of the Patrolmen do not possess the necessary equipment in their vehicles to perform at maximum potential, hindered by hardware that does not match the updated software. Compatible laptops that work with the program is imperative to their work. The grant will allow us to purchase 10 laptops bundles plus adaptors for patrolmen.

Capabilities and Competencies

The Jonesboro Police Department is comprised of 161 Sworn Officers, 92 of which are assigned to the Patrol Unit. Each Patrol Vehicle has a camera system, scanner, ticket printer and laptop, which are designed to equip each officer with all necessary technology to work effectively and efficiently in the field. The police vehicle is essentially the Patrolman's office and functional laptops allow for real-time data entry on all reports taken and tickets issued, reducing hand key data entry errors and other record keeping tasks and are essential in time management for the department. These components also afford integrations with a state-wide database and allow the State, District Court and the department the ability to more quickly and easily access traffic citation and crash data for analysis and also allows better access to those records by the court, other agencies and the general public. The laptop is the integral component in our effort to reach our ultimate goal of being totally computer based in our citation and accident reporting with information being automatically integrated to the newly launched court based reporting

system, Contexte. Not only for police safety, but for documentation purposes, it is imperative that each patrol vehicle is equipped with a camera that records all traffic stops, pursuits, and other police activities. The laptops are also the mechanism necessary for officers to manage the software system for both in-car and body worn cameras.

Plan for Collection the Date Required for this Solicitations Performance Measures

The City of Jonesboro uses the Grants Management System (GMS) as a reporting tool to regularly submit performance data to OJP.



Legislation Details (With Text)

File #: RES-18:125 **Version:** 1 **Name:**

Type: Resolution **Status:** To Be Introduced

File created: 8/8/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT THE FY2019 OUTDOOR RECREATION MATCHING GRANT APPLICATION

Sponsors: Grants, Parks & Recreation

Indexes: Grant

Code sections:

Attachments: [2016 Civil Rights Assurance Form 424](#)
[Form 424D](#)
[Certifications Regarding Debarment Form DI 2010](#)
[2018 Project Fund Assurance](#)
[Environmental Assessment Earl Bell](#)
[Flood Cert. Earl Bell](#)
[Waiver of Retroactivity Craighead](#)
[2018 Recreation Priorities](#)
[Project Budget 2018](#)
[Earl Bell Site Plan](#)
[Project Narrative Outdoor Recreation-Earl Bell 2018](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT THE FY2019 OUTDOOR RECREATION MATCHING GRANT APPLICATION

WHEREAS, the City of Jonesboro, Arkansas seeks to purchase land and perform facility development for outdoor recreational activities and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to improve the Earl Bell Community Center outdoor recreation, it is necessary to obtain a 50/50 Matching Grant from the Arkansas Department of Parks and Tourism’s Outdoor Recreation Grant Program; and

WHEREAS, the City of Jonesboro has been granted a waiver of retroactivity by the United States Department of Interior for the purchase of 40 acres adjacent to Craighead Forest Park; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained in the Land and Water Conservation Fund Grants Manual including, but not limited to the following; the park area defined by the project boundary map, submitted in the application , must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all present and future overhead utility lines within the

project boundary must be routed away or placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner.

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

SECTION 1: The Jonesboro City Council supports the submission of the 2019 application for the Outdoor Recreation Grant to improve the Earl Bell Community Center Outdoor Recreation.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the application.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this grant.

SECTION 4: The City of Jonesboro will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 5: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 6: The Jonesboro City Council pledges its full support and hereby authorizes the Arkansas Department of Recreation to initiate action to implement this project.

U. S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE

DI-1350

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION: Application Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
Address (give city, county, state, and zip code):		Name and telephone number of the person to be contacted on matters involving this application (give area code)	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <input style="width: 50px; height: 20px;" type="text"/> - <input style="width: 100px; height: 20px;" type="text"/>		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input style="width: 20px; height: 20px;" type="checkbox"/>	
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input style="width: 20px; height: 20px;" type="checkbox"/> <input style="width: 20px; height: 20px;" type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____	
		9. NAME OF FEDERAL AGENCY:	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <input style="width: 50px; height: 20px;" type="text"/> - <input style="width: 50px; height: 20px;" type="text"/> TITLE: _____		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
b. Applicant	\$.00		
c. State	\$.00		
d. Local	\$.00		
e. Other	\$.00		
f. Program Income	\$.00		
g. TOTAL	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative		b. Title	c. Telephone Number
d. Signature of Authorized Representative		e. Date Signed	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <i>only</i> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

-- "New" means a new assistance award.

-- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

-- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check__if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, and 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

Project Fund Source Assurance

Each category must be completed even if the item is \$0.00

Cash

Includes:

- A. General Appropriation or cash from another source
- B. Donated land (estimated value)
- C. Force account labor (city or county employees)
- D. City or county equipment use.

\$ _____

Volunteer

Includes:

- A. Donated labor
- B. Donated materials
- C. Donated equipment use

\$ _____

Total _____ \$ _____

Chief Executive Officer

Date

Environmental Assessment

Need for Proposal: exterior rehabilitation of outdoor activities Earl Bell Park Community
Center. A walking trail will be constructed around the building, existing tennis courts
will be extended, and pump track will be installed.

Alternatives: No alternatives are available for this project.

Impacts	No Impact	Impact (describe on an attached sheet)
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fish and Wildlife	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mineral Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air and Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water Resources/Hydrology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Historic/Archeological Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation/Access/Energy Consumption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Socio-economic Effects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Riparian Zone (next to water)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agencies and Person Consulted: _____

Flood Hazard Certification

Check the appropriate answer. If the Federal Insurance administration has issued a flood hazard boundary map or a flood insurance rate map that covers the project area, flood insurance will be required for the insurable facilities located within the area. The Outdoor Recreation Grants Program office has copies of most of these maps. Certain types of recreation facilities may be constructed in flood hazard areas without the need for insurance. A list of these facilities may be obtained from the Outdoor Recreation Grants Program office.

Is the project located in a flood hazard area for which the Federal Insurance Administration has issued a flood hazard boundary map? Yes No

I certify that the City/County of Angy Abaunza
will provide flood insurance or that the city/county is self-insured and liable for the full replacement of facilities constructed in the project area.

Signature of Chief Executive Officer

Date

Jonesboro
0048

JOHNSON

ZONE X

AVENUE

RAILROAD

SOUTHWESTERN

RAILWAY

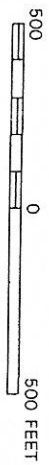
112 S. Church St.

ZONE X

49



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP
CRAIGHEAD COUNTY,
ARKANSAS AND
INCORPORATED AREAS

PANEL 43 OF 200

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
JONESBORO, CITY OF	050048	0043	C
UNINCORPORATED AREAS	050427	0043	C



PANEL LOCATION

MAP NUMBER

05031C0043 C

EFFECTIVE DATE:

SEPTEMBER 27, 1991



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



United States Department of the Interior

National Park Service
Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226

670.1.3.B (MWR-LCPP/G)
Arkansas

March 12, 2018

Mr. John Beneke
Program Director
Outdoor Recreation Grants Program
Arkansas Department of Parks and Tourism
One Capitol Mall
Little Rock, Arkansas 72201

Dear Mr. Beneke:

This is to advise that your request for a waiver of retroactivity for the acquisition of the 40 acres adjacent to Craighead Forest Park in Craighead County, Arkansas is approved.

Since waivers are only meant to allow a project to proceed while the application is being prepared for submission, waivers should not remain outstanding for an extended period of time. This waiver shall be effective for the remaining part of federal fiscal year 2018 and all of federal fiscal year 2019.

Granting of the waiver means only that the project will not be disapproved because title to the land was received by the applicant prior to project approval and does not imply a qualitative approval of the project. The retroactive costs are incurred at the applicant's risk, since the granting of the waiver does not in any way insure approval of the project.

Sincerely,

Kelly A. Pearce
Awarding Officer
State and Local Assistance Programs

RECEIVED
on the date of

MAR 18 2018

Outdoor Recreation Grants



Arkansas

THE NATURAL STATE

**DEPARTMENT OF
PARKS & TOURISM**

1 Capitol Mall
Little Rock, AR 72201
501-682-7777

Central Administration
Division
501-682-2039

Great River Road Division
870-295-2005
Arkansas.com

Human Resources Section
501-682-7742 (TDD)

Keep Arkansas
Beautiful Division
501-682-3507 (TDD)
KeepArkansasBeautiful.com

State Parks Division
501-682-1191 (TDD)
ArkansasStateParks.com

Tourism Division
501-682-7777 (TDD)
Arkansas.com

**Asa Hutchinson
GOVERNOR**

**Kane Webb
EXECUTIVE DIRECTOR**

DIVISION DIRECTORS

Cynthia Duntap
ADMINISTRATION

Grady Spann
STATE PARKS

Jim Dailey
TOURISM

Kim Williams
GREAT RIVER ROAD

Mark Camp
KEEP ARKANSAS
BEAUTIFUL

**AN EQUAL
OPPORTUNITY/
AFFIRMATIVE ACTION/
AMERICANS WITH
DISABILITIES ACT
EMPLOYER**

February 26, 2018

Susan Ostby
Outdoor Recreation Planner
National Park Service
601 Riverfront Drive
Omaha, NE 68102

RE: Waiver of Retroactivity Request
City of Jonesboro, AR

Dear Ms. Ostby:

I would like to request a waiver of retroactivity for the City of Jonesboro, AR. The City of Jonesboro intends to apply for a grant in August 2018. The land to be purchased is 40 acres of undeveloped woods adjacent to an existing LWCF funded park. The city intends to use this land to develop additional trails within the park. The land was originally going to be put out to auction, but the city made an agreement with the seller to purchase the land within the next 30 days.

I have attached maps of the land to be purchased as well as a letter from the Mayor of Jonesboro detailing this request.

Please feel free to call me at (501) 682-1523 if you have any questions.

Sincerely,

John Beneke, Program Director
Outdoor Recreation Grants Program



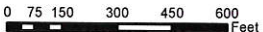
Attachments

JB:zf



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

City of Jonesboro - Craighead Forest Property Acquisition, Waiver Of Retroactivity

Legend  Property Acquisition 40.00 Acres	Jonesboro, Craighead County, AR	The Arkansas Department of Parks & Tourism has provided this map as an illustration. It is not to be used as a legal instrument in any capacity.	Outdoor Recreation Grants Program Arkansas Department of Parks and Tourism
	Date Created: 2/26/2018	 GIS Tracking Num: XXXXXIII	One Capitol Mall, Little Rock, AR 72201
	Last Updated: 2/26/2018		Phone: 501-682-1301 Fax: 501-682-0081 www.OutdoorGrants.com

Recreation Priorities

Applicant Name: _____

Method of identifying needs: _____

Up-to-date recreation Plan enclosed? _____ Yes _____ No

Date plan adopted/prepared by county/city: _____

Does the plan follow the format in the application guide? _____ Yes _____ No

Priorities as established in public hearing:

Short range (0-5 years) in priority order:

1. _____

2. _____

3. _____

4. _____

5. _____

Long range (5+ years) in priority order:

1. _____

2. _____

3. _____

4. _____

5. _____

Signature of Chief Executive Officer

Date

Project Budget

Applicant Name _____ Date _____

A. Estimated appraised value of property to be acquired (if applicable) \$ _____

B. Development Items (detailed and listed in priority order)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Development costs \$ _____

C. Total of A + B \$ _____

D. Administration
(optional and maximum of 10% of total development costs) \$ _____

E. Architectural/Engineering fees
(optional and maximum of 12% of total development costs) \$ _____

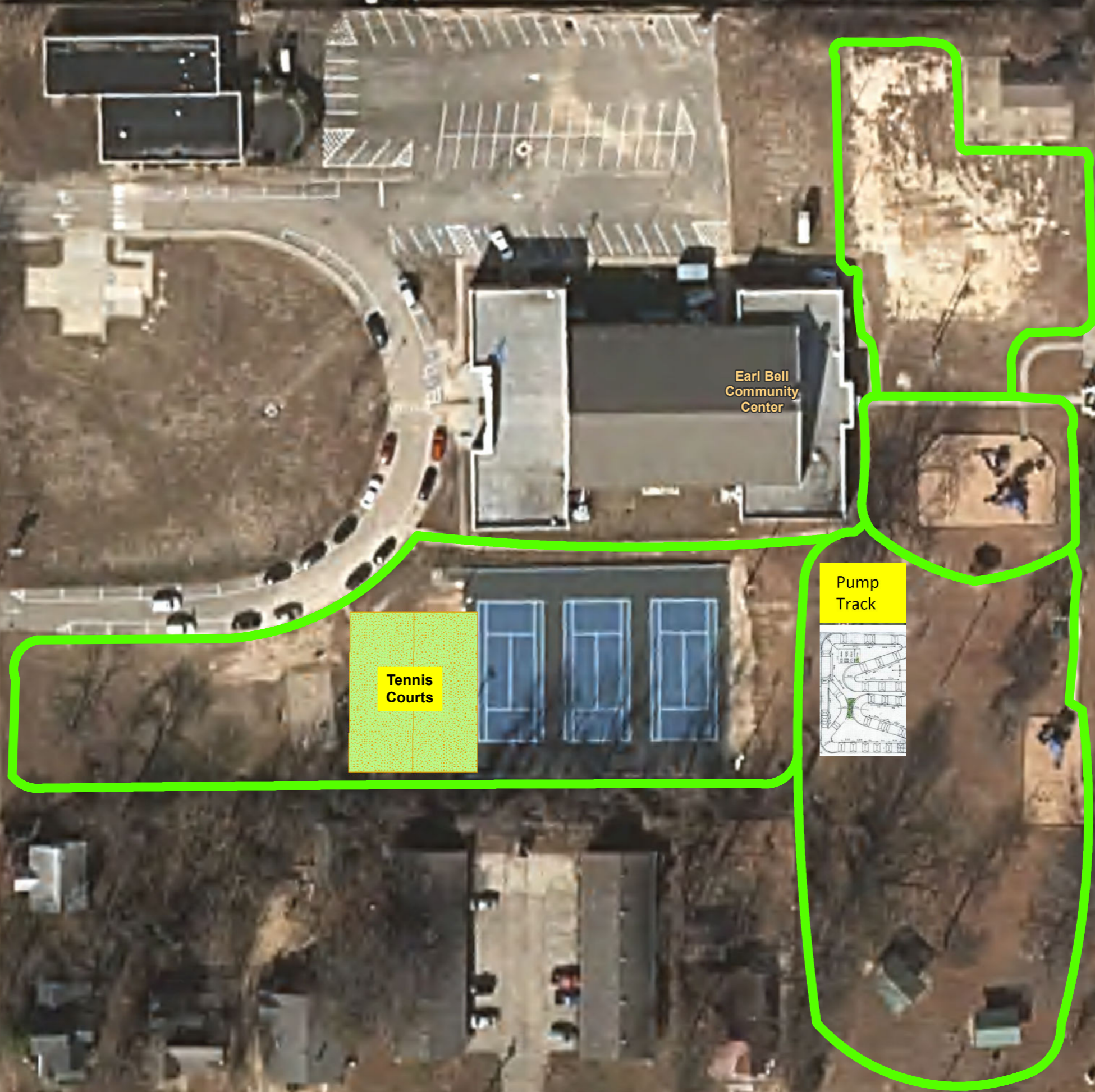
F. Total of C, D, and E. \$ _____



E Elm Ave

S Church St

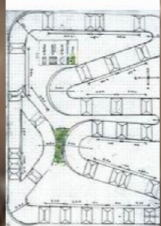
Cobb St



Earl Bell
Community
Center

Tennis
Courts

Pump
Track



Project Narrative

Project Description

The City of Jonesboro will provide outdoor facility upgrades to include additional tennis courts, walking trail and a pump track at the Earl Bell Community Center and land acquisition for Craighead Forest Park. These amenities will enhance the area that already includes a playground and basketball court. With the rise of Jonesboro population and neighborhood developments, families are looking towards areas that create a pedestrian oriented atmosphere through connectivity to parks, health and fitness opportunities, as well as entertainment, restaurants and commercial establishments. The Earl Bell Community Center can serve downtown Jonesboro the necessary advantages to attract and retain new residents. Craighead Forest Park is considered as the hidden jewel for not only Jonesboro but for all of Northeast Arkansas. This park consists of 680 acres of fishing, boating, paved and unpaved pedestrian trails, playgrounds, pumptrack bicycle course, camping grounds, ATV trails, ballfields and other amenities.

SCORP Priorities

Priority:

- *Improve access to, and quality of, health and fitness related recreational areas and facilities.* Earl Bell Community Center is the gate to the downtown area. This center has been providing recreational activities to Jonesboro for 82 years. The population is increasing by 2% every year and with such growth our area parks need to provide more recreational activities for our citizens. This project would allow the city to maximize the park's usage by offering safe walking trails, additional tennis courts and a pumptrack to provide a variety of exercise and skills enhancement for those individuals of all ages. These additions will help preserve the community center's life for years to come for our future generations in Jonesboro.

Strategies:

- *Promote safety within parks, especially playgrounds and trails.* The walking trail has several uneven areas that provide a hazard while walking in the park. The priority is to fix the trails and extend them for a safer walking environment and decrease the chances for injury. The other priority is to provide the bike enthusiast a more elaborate place to ride safer than in the parking lot or on the streets. Safety at all city-owned facility is a top priority every year.

Action:

- *Create parks and recreation facilities near or in residential areas, with connecting walkways and trails.* The Earl Bell Community Center is centrally located; city-owned and operated recreational facility in Jonesboro. This community centers is located just southeast of and within walking distance of downtown with sidewalks extending from the community in all directions. The Senior Citizens Community Center is located north and shares the parking lot to the Earl Bell Community Center. There is a strong residential area surrounding

the Community Center including 1 of the 5 Jonesboro Public Magnet Schools for grades first through sixth.

Need for Assistance

Currently, Earl Bell Community Center has tennis and basketball courts , playground area, an indoor courts, rockwall and exercise rooms; however, there is not any safe walking trails or enough equipment that provide healthy activities for all ages outdoors. This project would be considered as an inexpensive cost that will have an enormous impact on the community center by attracting visitors to spend more time outdoors and at the facility. This activity increases recreational and healthy activity for residents and visitors alike while preserving our community center.

This request for \$250,000 in land acquisition at Craighead Forest Park shows the City's commitment to this project and to its residents. The funding request is \$500,000 for land acquisition at Craighead Forest Park and outdoor facility upgrades to include tennis courts, walking trail and pump tracks at the Earl Bell Community Center

The project budget estimate for the proposed project includes:

- Additional tennis courts
- Resurfacing and extending the walking trail
- A new pumptrack addition

The City of Jonesboro has not had any additional revenues through sales taxes nor does the City have a hamburger tax for its parks. This lack of revenue has reduced the funding levels for implementation of new activities and/or facilities for the Parks and Recreation Department. Annually, the City of Jonesboro allocates about \$1.8 million for the Parks and Recreation Department to maintain all of its many parks and recreational centers throughout the city. However, quality of life is a high priority for the City; therefore, maintaining and improving the parks and recreation sites and facilities are important to establish and offer the amenities residents' desire and deserve.

Benefits Expected

Earl Bell Community Center is used throughout the year hosting basketball tournaments, NEA Rock Club, NEA Tennis, Jonesboro School activities and fitness classes. A large number of people are local but with tournaments we have several visitors that stay at the facility for long periods of time. The fitness trail will give them a place to exercise and stretch their legs while at the facility. We want to keep visitors returning to our area and increase the usage of the center. Visitors will come to Jonesboro and will spend the weekend, stay in our hotels, eat in our restaurants, and shop in our stores. There is both a quality of life benefit, as well as, an economic development benefit from this project. The return on investment will be a significantly increased quality of life, as well as hundreds of dollars in sales tax revenue in the years to come.

Agreements

The City of Jonesboro owns all property related to the proposed project. There is no lease agreement on the property. The City of Jonesboro Parks and Recreation Department manages the daily operations of the entire Earl Bell Community Center grounds and building; therefore, there is no operational agreement associated with this project.

Income Produced

This is a city owned and operated park managed by Parks and Recreation Department with sales tax funds provided annually. This project will not produce program income.

Competition

We do not compete with any other parks in the area that are not city owned. The walking trail throughout the community center park adds another level of interest that the surrounding neighborhood parks can't accommodate. The neighborhood parks only have playground equipment and greenspace.

Parks & Recreation Department Director's Information

Director: Danny Kapales

Phone: (870) 933-4604

Address: 3009 Dan Avenue, Jonesboro, AR 72401

Email: dkapales@jonesboro.org

Danny Kapales has served the City of Jonesboro in the Parks and Recreation Department for sixteen years.

Directions to Site

1212 S. Church St., Jonesboro, AR 72401.

From the Intersection of Southwest Dr and Alexander Dr., continue North down Southwest Drive. Continue straight on Main St./AR 141. Turn right on E. Strawn Ave and then left onto S. Church St., Earl Bell Center will be on your right.

Overhead Utility Lines Statement

There are no overhead utility lines in the project area. There are lines located outside of the project area, but there are no plans to extend the lines within the project boundary.

Minority Participation:

The Director of Community Development had a radio interview with KLEK, which is owned and operated by The Voice of Arkansas Minority Advocacy Council, on July 18, 2018 at 9:00am. The Director presented the overview of the outdoor projects at Earl Bell Center or an amphitheater at Craighead Forest Park. The director also visited with the participants of Northeast Arkansas Area on Aging and the Hispanic center. Project announcements were made on the local radio stations, the city social media pages, and our local tv stations. We encouraged citizens to express their suggestions about the Parks and Recreation Department plans through email or comment cards provided at the public hearing on July 18. After over 150 comments from the public, the majority would like to see updates to the Earl Bell Community Center outdoor projects.