



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, April 10, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:033](#) Minutes for the Finance Committee meeting on March 27, 2018

Attachments: [Minutes](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-18:022](#) AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 BUDGET FOR SIX BLUE AND YOU MINI GRANTS

Sponsors: Grants and Finance

[ORD-18:023](#) AN ORDINANCE BY THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2018 BUDGET AND PURCHASE PROPERTY LOCATED ADJACENT TO CRAIGHEAD FOREST PARK

Sponsors: Mayor's Office and Finance

[ORD-18:025](#) AN ORDINANCE TO AMEND ORDINANCE 17:079 TO ALLOW FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT BY RESOLUTION

Sponsors: Finance

[ORD-18:026](#) AN ORDINANCE AMENDING SECTION 62-40 and 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND LEVYING A TAX UPON RESIDENTIAL BUSINESS RENTALS AND RENTAL SPACES OR FACILITIES

Sponsors: Finance and Mayor's Office

RESOLUTIONS TO BE INTRODUCED

[RES-18:046](#) RESOLUTION ESTABLISHING GUIDELINES FOR THE GRANT APPLICATION

PROCESS, FOR THE PURPOSE OF CREATING EFFICIENCY AND CLARITY FOR THE JONESBORO CITY COUNCIL AS WELL AS THE CITIZENS OF JONESBORO, ARKANSAS

Sponsors: Grants and Finance

RES-18:048 A RESOLUTION TO CONTRACT WITH DELTA DENTAL FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE JOE MACK CAMPBELL SPORTING COMPLEX

Sponsors: Parks & Recreation

Attachments: [JMC DELTA DENTAL](#)

RES-18:049 A RESOLUTION TO CONTRACT WITH CENTENNIAL BANK FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [CENTINNAL BANK](#)

RES-18:050 A RESOLUTION TO CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [CHRIS CONGER](#)

RES-18:051 A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [Sensational Kids](#)

RES-18:053 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE BLUE AND YOU FOUNDATION TO RECEIVE SIX MINI GRANTS

Sponsors: Community Development and Grants

Attachments: [RES-18-027](#)

RES-18:054 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALLIANCE TRANSPORTATION GROUP FOR A 10-YEAR DEVELOPMENT PLAN/STUDY

Sponsors: JETS

Attachments: [Alliance Contract 20180402.pdf](#)

RES-18:055 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROJECT GRANT FROM THE ARKANSAS STATE POLICE HIGHWAY SAFETY OFFICE

Sponsors: Grants, Community Development and Police Department

RES-18:058 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Finance

RES-18:059 RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR RECREATIONAL TRAILS PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Community Development and Parks & Recreation

RES-18:060 RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Community Development and Parks & Recreation

RES-18:061 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE AARP COMMUNITY CHALLENGE 2018 GRANT FROM THE AMERICAN ASSOCIATION FOR RETIRED PERSONS

Sponsors: Grants, Community Development and Parks & Recreation

RES-18:062 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY

Sponsors: Grants and Fire Department

RES-18:063 A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

Sponsors: JETS and Community Development

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-18:033 **Version:** 1 **Name:** Minutes for the Finance Committee meeting on March 27, 2018
Type: Minutes **Status:** To Be Introduced
File created: 3/29/2018 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on March 27, 2018
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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

Minutes for the Finance Committee meeting on March 27, 2018



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, March 27, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 4 - Ann Williams; John Street; LJ Bryant and Joe Hafner

Absent 2 - David McClain and Charles Coleman

3. Approval of 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; LJ Bryant and Joe Hafner

Absent: 2 - David McClain and Charles Coleman

[MIN-18:027](#)

Minutes for the Finance Committee meeting on March 13, 2018

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-18:041](#)

A RESOLUTION TO CONTRACT WITH WINGS TO GO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Attachments: [WINGS TO GO](#)

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

Aye: 4 - Ann Williams; John Street; LJ Bryant and Joe Hafner

Absent: 2 - David McClain and Charles Coleman

[RES-18:043](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO PURCHASE A PERMANENT CONSTRUCTION

EASEMENT FROM CARL MICHAEL AND LAURA DIANE CATO FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WALKING TRAIL

Attachments: [Permanant Construction Easement - Cato](#)

Mayor Harold Perrin said this is Phase III coming out of Craighead Forest Park.

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;LJ Bryant and Joe Hafner

Absent: 2 - David McClain and Charles Coleman

5. Pending Items

[ORD-18:019](#)

AN ORDINANCE TO AMEND THE 2018 BUDGET AND MOVE \$2,000,000 FROM THE GENERAL FUND RESERVES TO CAPITAL IMPROVEMENT FUND FOR STIP PROJECT

Attachments: [P Lack email_Harrisburg Road.pdf](#)
 [Petitions Against Widening Harrisburg Road 2018.pdf](#)

Ms. Patti Lack, 4108 Forest Hill Road, said thank you to everyone who came to the special meeting held yesterday with the Arkansas Department of Transportation, ArDOT. I felt like it was a good meeting. We missed you Mayor Harold Perrin. Mayor Perrin said I hope someone told you why I couldn't attend. I was attending a special-called meeting in Little Rock with Governor Asa Hutchinson and the Arkansas Economic Development Commission, AEDC. Ms. Lack said I thought it was a productive meeting. I want to thank Mr. Keith Inman for the article in the Jonesboro Sun, but I want to address where the article says don't widen the road. We are not opposed to widening the road. We just want to amend the current project from Parker Road to Forest Hill Road. I want to give you a quick summary of what occurred at the meeting. Representatives from ArDOT brought their map and told us where the project started and where it ended, which was paid for on the current project. They told us the starting date was mid to late 2019. They told us that the State had no more money and that was the reason the project stopped at Forest Hill Road, but the city really has no money to extend the project.

Yesterday during the meeting when I stated that a lot of the current projects were projected but not funded, City Engineering Director Craig Light kind of gave me a look as if to say where was I getting my information. There was an article in the Jonesboro Sun that listed the widening of Harrisburg Road from the fire station to Craighead Forest Road. So, the current project is from Parker Road to Forest Hill Road. The city wants to put in \$2 million out of the reserve fund for a state highway to extend to the fire station and the next project would be extending the road from the fire station to Craighead Forest Hill Road. This project would be another \$6 million.

Ms. Lack said we had to explain our petition to a lot of people. We showed them the plan and included a map of where the road was going to go. Yesterday, during the meeting, ArDOT was telling us that the idea behind the increased roadway was to make the flow of traffic better and that they weren't going to concentrate on anything commercial. That was another statement that was made by me. I don't mean to pick on Mr. Light, but one time when I was talking to him, he told me that the first two

houses beside Dollar General on Harrisburg Road would become commercial. So, I don't know how ArDOT and the city can say that we aren't looking at commercial property. I feel for the residents who live in those houses because no one has knocked on their doors since this project has started to explain to them that they are going to have a five-lane road on their doorstep. I don't know if that is right or if that is being considered of them. During our conversation yesterday, we were told there were 16,000 cars on Stadium Blvd. and 12,000 cars on Harrisburg Road. If you divide that, Stadium Blvd. has 666 cars per hour if broken down into hours, and Harrisburg Road has 500 cars per hour. On Stadium Blvd., it's a two-lane road with a center turn lane. It has 48 plus businesses on it. When you look at Harrisburg Road, there are only five businesses from Parker Road to Forest Hill Road. If you look at Stadium, north of the bypass, it opens up to five lanes automatically. That is going to make your traffic flow easier on that side. If you look at Harrisburg Road on the north side of town, you have a two-lane road and nice curvy neighborhood. So, your traffic flow is going to stop because only one lane flows into that. It's not going to be an ideal situation. We were told that traffic increases by 1.5% every year. If you add that up, you have a difference of 4,000 cars per day. With an increase of 1.5% every year, that is 180 cars per year. It will take 23 years to reach 16,000 cars on Harrisburg Road, which is the number on currently on Stadium Blvd. Stadium Blvd works now and it works for 48 businesses. So, if you're thinking of long-term, we have 23 years to catch up to 16,000 cars on Harrisburg Road. Hopefully, in 23 years, the city has worked on Caraway Road to alleviate some of the traffic.

We are just asking for a center turn lane. The reason traffic stops on Harrisburg Road is because people are turning left into the Exxon station, left into Gladiolus Drive and left into Dollar General. If you had a simple turn lane, the traffic would continue to flow. According to the article in the Jonesboro Sun, during southbound peak hours on Gladiolus Drive in the afternoon there are approximately 830 trips an hour. That is 14 cars per minute. According to Mr. Light, it happens in the morning, the evening and during the change. If you take 834 and you divide it by a 24-hour day, you get 35 cars per hour in and out of Gladiolus Drive. If that is 834 cars, why does that not justify a traffic signal? A couple of months ago, we fought a rezoning of apartments in that area. I can almost guarantee that whoever purchases that property will develop it into either apartments or commercial. So, there will be a traffic signal at that location because it is going to justify it. If we're looking at long-term assistance to make traffic better, then there might as well be a traffic signal there.

Ms. Lack continued that yesterday we were talking about traffic lights, but we thought putting another traffic light in at Gladiolus Drive would be too close to the one on Parker Road. There is a traffic light north of the bypass coming off the overpass at Windover Road. If you look at Caraway, there is a light at Parker Road and a light coming off the bypass. So, a traffic light might be a way to control the traffic. On the map included in the petition, there are two lanes going south on Harrisburg Road from Parker Road. Our amendment for the proposal would be a right turn lane at Gladiolus Drive and then from that point on a two-lane road with a center turn lane. This would alleviate a lot of traffic.

Yesterday, I noticed the conversation immediately went to the area between Forest Hill Road and the fire station. We just want to amend what is proposed right now. We are not talking about the \$2 million, but we were kind of pulled into that conversation. One of the comments made by Mr. Light was that the city is going to take the money from the reserve because that's what the money is there for to use on projects such as this. I think there are a lot of other emergencies that the reserve could be used for and we might think this is an emergency, but it's really not. If we keep dipping into the reserve,

then the city will be out of money. The definition of reserve is “to refrain from using and disposing of; retain for future use.” To me, that’s what a reserve account should be used for.

Chairmember Joe Hafner said I just want to clarify something. If there is anyone in the audience who doesn’t think we are looking at this on the screen, we have monitors in front of us. So, we can see what is going on behind us.

Ms. Lack said Harrisburg Road has its peak time with traffic, but if a center lane was added, it would keep the flow of the traffic going and keep the area residential and not commercial. That’s one thing the residents in that area of Harrisburg Road talked about yesterday was that they want to keep the area residential and keep the beauty of that area. I can’t imagine a five-lane on Harrisburg Road because of the lack of traffic outside of peak hours.

Mr. Brad Smithee, District Engineer with ArDOT, told me that I would need to show him a pile of petitions in support of changes being made on this proposal. So, I had residents make hand signed petitions and online petitions. All together, we have 312 signed petitions. This room would be filled three times if all residents who signed the petitions showed up to this meeting, but the timing wasn’t right for them to attend, and some people feel intimidated. There are 312 people opposed to this project and the city needs to do a little better planning on what needs to be done with Harrisburg Road. We understand it needs to be fixed, but a five-lane going all the way down is not the answer for our community.

I was pulling out on Harrisburg Road to come to this meeting and there was a car going probably 50 mph down that road. I believe that everybody is going to be racing to the end of the five lanes to see who can get there first, because if you go north of the bypass there is only one lane. You are moving the congestion from our area over to the north side. I hope you all vote no on taking the \$2 million from the reserve to fix a state highway (Harrisburg Road). If we start doing this then I think it will become a habit. I want you to remember all the petitions and I hope we can work together with the state and take the \$2 million that has been already funded to make that area work better to keep the area residential. I appreciate your time. Thank you.

Mr. Harold Carter, 902 Tony Drive, said I am not a big fan of all these multi-lane highways through town, but that has been the trend for the last 15 years. The city, the engineering department, and the highway department develop studies and, usually, I trust the studies more than anything. If you’re going to pay money to get the studies, the only alternative I see is to go by the studies. I live in town not far off Stallings Lane. Stallings Lane has been increased, not like Harrisburg Road, but the capacity of it has been so people can cut through Stallings Lane to get to Caraway Road. Well, what can I do? I perceive I am not going to be able to do anything, so I haven’t done anything. I have mentioned it, but the people who are out there going to work and coming home in their vehicles are going to predominate me on their voting ability. Therefore, any effort I make is sunk. Just making special exceptions for special places, doesn’t seem to make any sense. I say go by the traffic studies and, as money allows, do what you have to do, like you have done all over town, and you will probably do more of it in the future. You want to do it on Caraway Road. That project will be slower, but the only reason that will be slower is because of the lack of available money. Once again, if you’re gonna go by the studies, just use that as a general rule and go by the studies. Otherwise, don’t do them. If you’re not going to go by them, then who cares what they say. If you don’t trust them, then don’t pay for them. If you’re going to arrange to have them then about the only solution I can see is to go

by them.

Ms. Anna Williams, 604 Mardis Drive, said I would just like to say that our redesigned plan as we have proposed would take care of traffic for probably 15 to 20 years out there according to the traffic count between Stadium's count, south of the interstate, and the count on Harrisburg Road. I would ask that you all very seriously consider no depletion of reserve city funds that are not budgeted when the budget is done. I think it is setting a very bad precedent to start dipping into reserve funds just here and there. When does it stop? I don't think it's a good idea.

Mr. Mike Johnson, 501 Old Canyon Road, said we know how much it is going to cost to put in the five-lane road, but do we know how much it would cost to design Harrisburg Road with the three lanes and then the added cost to put one traffic light at a strategic point. Chairmember Hafner said I would have to defer to Mr. Light on that, and I'm not sure if he knows. We discussed the traffic light issue yesterday. That is an ArDOT decision. It has to meet the conditions or the warrants to have a traffic light. Even if there are places along state highways where we want traffic lights, such as Hilltop or Harrisburg Road, they will probably tell us no. They don't really make exceptions if it doesn't meet the conditions. Mr. Johnson said I understand that. I was in the school business and I understand how that works using school bus transportation. If it goes to three lanes, I think we might be able to meet the criteria. Chairmember Hafner said Harrisburg Road is not the problem. It's the feeder roads coming in to Harrisburg Road. Mr. Johnson said okay. Is there an answer to my question? Chairmember Hafner said I haven't seen numbers for that and I don't know if that's an option that has even been looked at. Mr. Light said the city hasn't priced a three-lane road. Mr. Johnson said rather than spend \$2 million, would it not be feasible to cost out that to see what the difference would be. If it is going to take 23 years for us to gain back that \$2 million, would it be better to spend a lot less money and do it for three lanes, at least right now. Chairmember Hafner said I think, and Mr. Light you can correct me if I am wrong, but based on my understanding from yesterday's meeting, the traffic counts warrant a five-lane road, which is why ArDOT is looking at a five-lane road. They are not looking at a three-lane road because the traffic counts do not warrant a three-lane road. They warrant a five-lane road. I figure that is why the engineering studies and ArDOT haven't looked at that option.

Mr. Light said that is correct. The traffic counts do warrant a five-lane road for that section of Harrisburg Road. The question before the council is whether you stop at Forest Hill Road or you extend it further south. That's really the question. Where do you begin tapering from a five-lane section down to a two-lane section? It is going to take some distance to do so. If you stop at Forest Hill Road, then you're going to have to start your taper probably around Gladiolus Drive. Basically, all we're doing is moving the traffic congestion that is at Parker Road now down in front of Gladiolus Drive down to Forest Hill Road and just moving that problem to another spot. The traffic study is recommending we extend the five lane down a little further, let some of those vehicles drop off on to Forest Hill Road and some of those other streets, and then narrow back down to the two-lane section. That's what is being proposed. Everything is kind of at a halt until we decide where that south end of the project will be. The City Council has already entered into a contract with the design company to design all the way to the fire station. The design portion is already under contract. The council already made the decision that they were going to go that far. Now, the question is, do we break it into two projects that can be separated by a couple years from each other and deal with the traffic issues after the first phase is built before we build the second phase, or go ahead and build it all at once. ArDOT is saying that if we want to build it all at once then we are going to have to pay for it. Do we do all of it at one time under one

construction contract or do we do it as two different projects separated by a few years?

Chairmember Hafner said is there a savings by doing it at once. Mr. Light said I believe there would be some savings in mobilization, traffic control, having one contractor and just the frustrations of the drivers during the construction period. You are going to have to deal with traffic out there. You're going to do it once versus doing it twice. I really think that if we don't extend it further south now, then we are just going to move the traffic congestion to Forest Hill Road and make that problem worse. We are already hearing people can't get out of there. If we speed up traffic to that point and stop it there, they're not going to be able to get out. We need to extend it further south and that's what the traffic study recommends and that's what I would like to see the council do. It's not a question about whether or not it's five lane. The ArDOT is going to dictate what is designed. It is going to meet their criteria and they're going to tell us. The question is where do we stop.

Councilmember L.J. Bryant asked if ArDOT was going to make any change, at all, from yesterday's meeting, any idea when they would make any change, if they did, based upon any public input from yesterday? Mr. Light said we have submitted an alignment for the project. We are roughly at 30% of the plan. Sometime between now and 60% of the plan, everything will be hashed out. How long is that going to take? We know from other projects that it takes quite a bit of time. It is just a process – nine months to a year to get to that 60%. It's just a process. Right now, ArDOT will not review a set of plans that show improvements south of Forest Hill Road. It has stopped. We either need to say yes, we are going to move forward and do the entire project now or we need to stop at Forest Hill Road.

Councilmember John Street asked if ArDOT had actually said no to signalization. Mr. Light said right now, it does not meet warrants for traffic signals at each of the side streets. Eventually, it probably will as that area continues to develop and becomes denser. Traffic will go up and it will increase a percent a year, and it will eventually reach the point where it meets a traffic warrant. I think Forest Hill Road met five hours of the eight-hour requirement. It's not going to take much more traffic to reach the full eight-hour warrant for a traffic signal at Forest Hill Road. When the developers along Gladiolus Drive looked at doing that development, they put the increased traffic on it. The apartments weren't rezoned. It meets the warrants for a traffic signal; yet, we didn't feel like we would like to see one there. We would rather see it at Forest Hill Road just because of the spacing with the other traffic signals on the interstate. We would like to keep some spacing in there so we can move traffic through. If you get them too close, then you're having to stop everybody too often. Right now, none of the side streets meets the criteria to get a traffic signal. A five-lane road section is a larger pipe that you're trying to put a car into, but it should end up having more gaps for traffic and should help ease people out of Forest Hill Road into the traffic column instead of traffic backing up. We think it will be an improvement to have a five-lane section through that area.

Chairmember Hafner read a text message he received from Mr. Robert Speer, who lives in the Harrisburg Road area. Mr. Speer's text said I was planning to attend the meeting on the road project. I disagree with Ms. Lack 100%. The road needs to be widened the total distance that is possible. Being involved in traffic accident investigations and traffic flow patterns for over 30 years as a trooper, this is the safest way to control the heavy traffic volume in this area. I have traveled this road since living in the Mardis Addition, since 1987. I find it strange that Ms. Lack lives behind me. She never approached me about signing her petition or asking for my many years of knowledge about traffic issues. If possible, could you read this into the record for me?

Feel free to contact me if your committee has any questions. Thank you.

Chairmember Hafner asked Planning Director Derrel Smith if he had any comments. Mr. Smith said the zoning out there is not changing until someone actually requests a change. The current land use plan and the new one that is proposed still show a high-intensity growth sector to Gladiolus Drive since it's in the vicinity of the interstate. From Gladiolus south, it goes to moderate-intensity growth sector. So, that won't change the zones that are there until someone actually comes and requests a zoning change. The couple who are close to the intersection, their house isn't going to change zoning until either someone buys it or they request it to be changed. Chairmember Hafner said and it is approved. Mr. Smith said and until it is approved. That's correct.

Chairmember Hafner said one of the comments we heard yesterday was that five lanes means commercial or industrial. In your experience as a planner, have you seen five lanes running through residential neighborhoods? Mr. Smith said I have seen five lanes run through residential neighborhoods, and it depends on the will of the council. If you have a land use plan that shows it not to be commercial and the council stands by the land use plan, the developers will know as they are looking at the areas that it's going to remain residential. Chairmember Hafner said I guess this one is a little different too because it's a state highway. Mr. Smith said the state highway makes a big difference in that area and being close to the interstate also makes a big difference in that area around that intersection.

Councilmember L.J. Bryant said we're thinking about the future and there are two aspects of that. Number one, hopefully, the growth of the city and then the compounded growth of the city kind of like compounded interest and how that continually grows. So, that's part "A" and probably more on Mr. Light's end. On Mr. Smith's end of it, what does the future of the city look like in 20 to 30 years, as far as roads and when we talk about green space and trails? How do we see any of that change in the next 20 to 30 years? Mr. Smith said I always look at the positive end of things that we will have plenty of funds to build the projects, but I also understand that financing takes a big consideration of that and if the city doesn't have the finances to do it then it slows progress a little bit. We look at our master street plan every two years, and we look at our land use plan every two years and we try to make adjustments as we see them. This area, I think, is pretty much stable. I don't see any big changes out there in the future, right now. The reason it's a moderate-intensity sector is because you have the old golf course out there that is already zoned for multi-family and a lot of those areas are still zoned R-2. Even though single families are on them, a lot of those areas still have R-2 zoning. That's the reason they looked at a moderate-intensity area out there.

Chairmember Hafner asked Chief Financial Officer Bill Reznicek if he had any comments. Mr. Reznicek said I will comment as far as the concern on the budget and there has been discussion about taking money out of the reserve. To explain our budget-processing situation, we start out the year with an amount of money. We budget operating and maintenance. We budget capital improvements. This year, we had capital improvements of \$10 million and then \$4 million of STIP that was matching of \$16 million in federal and state funds. It's not a requirement for us to do that, but it would not be wise of us to leave that money on the table. Next year, we have an opportunity to match about the same amount to get about \$36 million. It's prudent on our part to do that. When we talk about the reserves, the money we are talking about here, it's technically not coming out of our reserves. Our reserves is not a piggy bank that we're going to break and take this money out of it. It's part of the money we have in our general fund. We're simply moving it and earmarking it. This money is

something we would budget in some other area, possibly, but we do have the available money to do this project. We're not having to take it and rob a fund and deprive another project to do this at this time. Chairmember Hafner asked if we would still be above our required reserves. Mr. Reznicek said yes, definitely. Mayor Perrin said yes.

Ms. Lack said regarding your e-mail from Mr. Speer, I have an idea who he is, and the reason I probably did not talk to him is because I had someone else in that area doing the petitions. I would have loved to have talked to him. I know what you're saying with the reserves, but what happens when something happens. It's only April. We're only in the first half of the year and we keep on using the money. I think you have to look at the traffic studies, but you also have videos. If you look at the traffic and the videos, it's busy at certain times of the day. Every street in Jonesboro is busy at certain times of the day. I think there is a better way to do this without putting five lanes on Harrisburg Road when Stadium Blvd. only has three and a center turn lane. I think you are going to take the beauty away from our street, and you don't have to do it. Plans can be changed and sometimes that's a good thing to do. This might just not be the right thing to do.

Councilmember Bryant said Ms. Lack let me ask you a question, and it really is an open-ended question. If we can't influence what ArDOT does or if they say, we're doing it our way, then do we almost have to do this just to taper down. That's the question I have in my mind. Ms. Lack said that's a really good question. I talked to Alan Walter, ArDOT District Construction Engineer, on the phone and he said the reason we are doing Harrisburg Road is because we are partnering up and it's cheaper on us to do that. I understand that it's easier to partner up instead of paying the money to work on Caraway Road and help alleviate some of the traffic that way. The impression I got was that ArDOT is working with the design part of it, but they are kind of working with you all because you have the plans on what you want done and they're basically the money part of it. I don't know where to take it. I don't know if the city is the ones involved in making the plans or whether it's the state. I understand it's the traffic flow and we want to make it better. I just don't see putting five lanes on that road when 80% of the time it's going to be empty. You can't take two lanes away once you put them there. I understand where the falling off part is going to come out at Forest Hill Road, but I think maybe Mr. Light and the state can work together a little better and maybe make it flow a little better and extend it. Maybe think about looking at our plan that we have because I don't think it's that bad of a plan. If you live out there, you know the traffic. As far as getting out on Forest Hill Road, sometimes you have to wait about five minutes in the morning, but if you left two or three minutes earlier, then you don't have to wait. I think people want to get there and they want to get there soon. They want it to be perfect and it's not perfect in this town. It's not perfect anywhere.

Councilmember Bryant said if we can't change it and I don't know if ArDOT will change or not, then if we have to taper down, my only worry would be if we didn't do it at that point. If they are going to do what they're going to do anyway and the only thing before us is Forest Hill Road to Rossland or the fire station. If they are going to do it and we can't influence their decision, I want to make sure we make the right decision. Ms. Lack said I do too. We just had the meeting yesterday on our proposal so that was the first time they saw that so you have to soak all that in. I don't know how we can make a decision. We also didn't get a date of when the next public meeting is supposed to be held. From my understanding, this is supposed to go before the public one more time, but there wasn't a date. Mr. Light didn't know the date and ArDOT didn't know it yesterday. It's not going to make it easier waiting at Forest Hill Road even if there is a turn lane, center lane or five lanes. To me, five lanes is gonna be worse to get out because people are going to be speeding to try to get to the end part. I didn't meet a

lot of people in our neighborhood who were for the plan. I guess you have to decide what's best for the neighborhood or what's best for the city overall. Councilmember John Street said this is something I believe the whole council needs to weigh in on so I recommend we forward this to full council for consideration.

Councilmember Street asked Mayor Perrin is there only a certain amount of time we have to participate in this project. Mayor Perrin said right. That's, basically, what Mr. Light was telling you. Right now, the design is five lanes down to Forest Hill Road. Chairmember Hafner said so if we don't do anything on this, the five lanes are still going to happen and stop at Forest Hill Road. Mayor Perrin said that's exactly right. Councilmember Street said it's a state highway and they're going to do what they want. Mayor Perrin said you're going to dump five lanes onto that street and it's going to be absolutely terrible. Chairmember Hafner said assuming they don't change anything from yesterday's meeting. Mayor Perrin said I'm not an engineer, but I can tell you from working with the highway department for the past 10 years that they have pretty good knowledge on what needs to be done. They do their traffic studies and they take that and design the project based on the studies. That's exactly what ArDOT Chief Operating Officer Lorie Tudor said to us. You cannot dump five lanes of traffic to two lanes. You have to taper it on up further for safety. I think public comment has already been done on this project. I'm not going to question Ms. Lack on that, but this is not just yesterday's project. This has been going on for about two years. I'm not going to argue, but I can tell you that you do not want, in my opinion, five lanes to stop at that one intersection and that's exactly what you are going to get.

Councilmember Street said I have children and grandchildren that come out there every day and it really scares me. I have to go through there too, so it's not like I don't drive it. That's a dangerous spot and you cannot stop five lanes at Forest Hill Road. You might be able to get out at 9 a.m. and you might be able to get out at 11 a.m., but the pressing issue is getting out at the peak times. That's the problem. You have to be able to navigate that. We have situations all over town we have to balance that act. You can't just ignore it and say at 9 a.m. you can get out, but that doesn't help if you have to be at work at 7:30 a.m. or 8 a.m. It scares me. That's just my opinion.

Mr. Light said Mr. Smithee did comment that he is going to recommend that we do a design review meeting, but that will be when the designs are done. Mayor Perrin said we're holding up because we're not getting the designs done. Councilmember Street said talking to ArDOT they said if they had the funds, they would do it anyway. They don't have to consult us. That's their road. Mr. Light said the public comment period on the initial concept plan for the environmental was done back in December. Mayor Perrin said that's what I thought. Mr. Light said that part has been done. Chairmember Hafner said there's a motion on the floor.

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; LJ Bryant and Joe Hafner

Absent: 2 - David McClain and Charles Coleman

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 4 - Ann Williams;John Street;LJ Bryant and Joe Hafner

Absent: 2 - David McClain and Charles Coleman



Legislation Details (With Text)

File #:	ORD-18:022	Version:	1	Name:	AMEND THE 2018 BUDGET FOR SIX BLUE AND YOU MINI GRANTS
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	3/30/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 BUDGET FOR SIX BLUE AND YOU MINI GRANTS				
Sponsors:	Grants, Finance				
Indexes:	Budget amendment				
Code sections:					
Attachments:					

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

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 BUDGET FOR SIX BLUE AND YOU MINI GRANTS

WHEREAS, the City of Jonesboro has been awarded six mini grants from the Blue and You Foundation in the amount of \$1,000 each, and

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance Number 17:087, which will need to be amended in order to effectuate said change in the Grants Administration Fund for the Blue and You mini grants; and

WHEREAS, the budgeted expenditure increases will consist of the following:

23-972-0311-01	B&Y Expense- City Hall	1,000.00
23-972-0311-02	B&Y Expense- Police	1,000.00
23-972-0311-03	B&Y Expense- Animal Control	
1,000.00		
23-972-0311-04	B&Y Expense- Fire	1,000.00
23-972-0311-05	B&Y Expense- Parks	1,000.00
23-972-0311-06	B&Y Expense- JET	1,000.00

WHEREAS, the budgeted revenue increases will consist of the following:

23-972-0654-01	Private Grants Funding - B&Y	1,000.00
23-972-0654-02	Private Grants Funding - B&Y	1,000.00
23-972-0654-03	Private Grants Funding - B&Y	1,000.00
23-972-0654-04	Private Grants Funding - B&Y	1,000.00
23-972-0654-05	Private Grants Funding - B&Y	1,000.00
23-972-0654-06	Private Grants Funding - B&Y	1,000.00

WHEREAS, the Blue and You mini grants require no matching funds.

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

SECTION 1: The 2018 Budget is hereby amended to provide an increase in the Grants Administration Fund Budget for six Blue and You mini grants.



Legislation Details (With Text)

File #: ORD-18:023 **Version:** 1 **Name:** AMEND THE 2018 BUDGET AND PURCHASE PROPERTY LOCATED ADJACENT TO CRAIGHEAD FOREST PARK

Type: Ordinance **Status:** To Be Introduced

File created: 4/2/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE BY THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2018 BUDGET AND PURCHASE PROPERTY LOCATED ADJACENT TO CRAIGHEAD FOREST PARK

Sponsors: Mayor's Office, Finance

Indexes: Budget amendment

Code sections:

Attachments:

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

AN ORDINANCE BY THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2018 BUDGET AND PURCHASE PROPERTY LOCATED ADJACENT TO CRAIGHEAD FOREST PARK

WHEREAS, the City of Jonesboro has entered into a real estate donation and sales agreement with Farmer Enterprises, Inc (FEI), by Resolution Number 18:014 for property adjacent to Craighead Forest Park; and,

WHEREAS, the total cost of the land purchase, including closing costs, is \$556,130.00; and,

WHEREAS, Farmer Enterprises, Inc., has agreed to donate a portion of the property in the amount of \$105,000.00, bringing the total price to be paid at settlement to \$451,130.00; and,

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance Number 17:087, which will need to be amended in order to effectuate said agreement; and,

WHEREAS, the budgeted expenditure increases will consist of the following:

07-170-0755-00	CI Parks Projects	451,130.00
----------------	-------------------	------------

WHEREAS, funding for the execution of this agreement shall come from General Fund excess reserves.

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

SECTION 1: The 2018 Budget is hereby amended to increase the Capital Improvement Fund budget and to transfer funds from the General Fund for the purchase of property adjacent to Craighead Forest Park.

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



Legislation Details (With Text)

File #: ORD-18:025 **Version:** 1 **Name:** AMEND ORDINANCE 17:079 TO ALLOW FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT BY RESOLUTION

Type: Ordinance **Status:** To Be Introduced

File created: 4/4/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND ORDINANCE 17:079 TO ALLOW FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT BY RESOLUTION

Sponsors: Finance

Indexes:

Code sections:

Attachments:

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

AN ORDINANCE TO AMEND ORDINANCE 17:079 TO ALLOW FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT BY RESOLUTION WHEREAS, The City Council of Jonesboro, Arkansas passed Ordinance 17:079 to adopt a regulated fee schedule for the Collections Department; and,

WHEREAS, Ordinance 17:079 did not allow for future regulated fee schedules to be reviewed and adopted by resolution by the Jonesboro City Council.

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

SECTION 1: Ordinance 17:079 is hereby amended to state that all regulated fees for the Collections department shall be reviewed and adopted by resolution by the Jonesboro City Council.



Legislation Details (With Text)

File #:	ORD-18:026	Version:	1	Name:	AMENDING SECTION 62-40 and 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND LEVYING A TAX UPON RESIDENTIAL BUSINESS RENTALS AND RENTAL SPACES OR FACILITIES
Type:	Ordinance	Status:			To Be Introduced
File created:	4/4/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AMENDING SECTION 62-40 and 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND LEVYING A TAX UPON RESIDENTIAL BUSINESS RENTALS AND RENTAL SPACES OR FACILITIES				
Sponsors:	Finance, Mayor's Office				
Indexes:	Board/Commission, Taxes				
Code sections:	Chapter 62 - Taxation				
Attachments:					

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

AN ORDINANCE AMENDING SECTION 62-40 and 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND LEVYING A TAX UPON RESIDENTIAL BUSINESS RENTALS AND RENTAL SPACES OR FACILITIES WHEREAS, the Advertising and Promotion Commission voted unanimously to request the City Council to consider modifying the definitions in the Hotel-Motel tax code to include new business types; and

WHEREAS, it is the desire of the Council to make those changes.

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

Section 1. City Ordinance 62-40 be deleted and replaced with the following language:

Gross receipt tax means a tax of three percent upon the gross proceeds from renting, leasing, or otherwise furnishing of motel or hotel accommodations, residential business rentals, and meeting or party room facilities in the city.

Hotel or motel accommodations means the renting, leasing or otherwise furnishing of accommodations in hotels or motels upon a day-to-day basis or a week-to-week basis. Provided, however, that this shall not include the renting, leasing or furnishing of accommodations upon month-to-month tenancies or tenancies of a longer duration.

Residential business rentals means the renting, leasing or otherwise furnishing of accommodations in residential properties, utilizing online web sites or agents such as Airbnb, newspaper ads, direct marketing methods, Craigslist, word of mouth and all other methods of searching rental engagements, upon a day-to-day

basis or a week-to-week basis. Provided, however, that this shall not include the renting, leasing, or furnishing of accommodations upon a month-to-month tenancies or tenancies of a longer duration. Residential business rentals is further defined as any property requiring the owner to obtain commercial business insurance and/or file a Schedule E tax form reporting rental income and expense.

Meeting or party room facilities means the renting, leasing, or otherwise furnishing of accommodations of meeting, event, or party spaces upon a day-to-day basis or a week-to-week basis. Provided, however, that this shall not include the renting, leasing or furnishing of accommodations upon month-to-month tenancies or tenancies of a longer duration.

Section 2. Ordinance 62-41 shall be deleted and replaced with the following language:

From and after the passage and approval of this section, a tax in the sum of three percent (3%) shall be levied upon the gross proceeds upon the renting, leasing, or otherwise furnishing of hotel and motel accommodations, residential business rentals, and meeting or party room facilities for profit within the corporate limits of the city of Jonesboro, Arkansas. The tax herein levied shall be paid by the persons, firms, or corporations liable therefore, and shall be collected by the City Advertising and Promotion Commission in the same manner and at the same time as the gross receipts tax levied by Act 386 of 1941 as amended. All the provisions of Act 386 of 1941 as amended, and the rules, regulations and forms promulgated and prescribed by the commissioner of revenues pursuant to said Act shall, so far as practicable, be applied with respect to the enforcement and collection of the tax levied pursuant to this section.



Legislation Details (With Text)

File #: RES-18:046 **Version:** 1 **Name:** ESTABLISHING GUIDELINES FOR THE GRANT APPLICATION PROCESS, FOR THE PURPOSE OF CREATING EFFICIENCY AND CLARITY FOR THE JONESBORO CITY COUNCIL AS WELL AS THE CITIZENS OF JONESBORO, ARKANSAS

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

File created: 3/23/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION ESTABLISHING GUIDELINES FOR THE GRANT APPLICATION PROCESS, FOR THE PURPOSE OF CREATING EFFICIENCY AND CLARITY FOR THE JONESBORO CITY COUNCIL AS WELL AS THE CITIZENS OF JONESBORO, ARKANSAS

Sponsors: Grants, Finance

Indexes:

Code sections:

Attachments:

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

RESOLUTION ESTABLISHING GUIDELINES FOR THE GRANT APPLICATION PROCESS, FOR THE PURPOSE OF CREATING EFFICIENCY AND CLARITY FOR THE JONESBORO CITY COUNCIL AS WELL AS THE CITIZENS OF JONESBORO, ARKANSAS

WHEREAS, the grant application process is highly competitive and requires detailed applications to be submitted in a timely manner; AND

WHEREAS, the monies received from various grants are critical to the day-to-day operations of the City of Jonesboro; AND

WHEREAS, grants fall under two categories, grants that require matching funds and those that do not require matching funds; AND

WHEREAS, the Jonesboro City Council has the responsibility for the management and control of the city finances; AND

WHEREAS, the citizens of Jonesboro, Arkansas deserve to have complete disclosure of grants being awarded;

BE IT THEREFORE RESOLVED, that the process for applying for, and the acceptance of, all grants shall be as follows:

Section 1: The Grants Department shall be responsible for all grant writing applications and be allowed to pursue any and all grants available for each department.

Section 2: The Grants Department may apply for all grants available that do not require a local match, and any grants that require a local match shall be approved by resolution by the Jonesboro City Council prior to the

application being submitted.

Section 3: Upon being awarded a grant, the Grants Department shall submit a resolution of acceptance or an ordinance of appropriation and acceptance which shall be entered into Legistar for the Finance Committee agenda.

Section 4: The resolution of acceptance, or the ordinance of appropriation and acceptance, shall contain the following information: Name of the grant agency - The total amount of the grant project - A description of the type of grant/project - The match breakdown - Any financial obligation the City of Jonesboro may occur - Any timelines for the funds - Identify the location of the funding in the City of Jonesboro budget.

Section 5: All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.



Legislation Details (With Text)

File #:	RES-18:048	Version:	1	Name:	CONTRACT WITH DELTA DENTAL FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE JOE MACK CAMPBELL SPORTING COMPLEX
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/28/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH DELTA DENTAL FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE JOE MACK CAMPBELL SPORTING COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	JMC DELTA DENTAL				

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

A RESOLUTION TO CONTRACT WITH DELTA DENTAL FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE JOE MACK CAMPBELL SPORTING COMPLEX

WHEREAS, the City of Jonesboro owns and maintains The Joe Mack Campbell Sporting Complex Located at 3021 Dan Avenue.

WHEREAS, Dental Dental is seeking sponsorship recognition on one outfield sign at Joe Mack Campbell Sporting Complex; and

WHEREAS, Dental Dental is sponsoring the outfield sign for the sum of \$2500.00 per sign for a period of 5-years;

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 Delta Dental for the sponsorship of one outfield sign at The Joe Mack Campbell Sporting Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR BASEBALL FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Delta Dental** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st Day of April, 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 fifth (5th) anniversary thereof.

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 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 **June 1, 2018**.
 - A sum of **\$2,500** shall be paid on **June 1, 2019**.
 - A sum of **\$2,500** shall be paid on **June 1, 2020**.
 - A sum of **\$2,500** shall be paid on **June 1, 2021**.

A sum of \$2,500 shall be paid on June 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 6' x 12' 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: Delta Dental
Name: [Signature]
Title: President & CEO
Date: 3/13/18

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:049	Version:	1	Name:	CONTRACT WITH CENTENNIAL BANK FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/28/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH CENTENNIAL BANK FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	CENTINNAL BANK				

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

A RESOLUTION TO CONTRACT WITH CENTENNIAL BANK FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains The Southside Softball Complex Located at 5000 South Caraway 530 Stadium Blvd.

WHEREAS, Centennial Bank is seeking sponsorship recognition on one outfield sign at The Southside Softball Complex; and

WHEREAS, Centennial Bank is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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 Centennial Bank for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Centennial Bank** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **15th** Day of **March 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the Effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay for the sign In Full- for the sign and sponsorship the total sum of **\$900.00**.

A sum of **\$900.00** shall be paid on **March 25th, 2018**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed that the CITY 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 4' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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, Arkansas.

- (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 the individual signing this Agreement below has been duly authorized to do so by its respective governing body and 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 Set forth below.

BY: **Centennial Bank**
Name: Bethany Noto
Signature: (Bethany Noto)
Title: Business Development Officer
Date: March 20, 2018

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:050	Version:	1	Name:	CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/28/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	CHRIS CONGER				

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

A RESOLUTION TO CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Chris Conger is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, Chris Conger is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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 Chris Conger for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT MIRACLE LEAGUE COMPLEX

This agreement is made by and between **Chris Conger** (SPONSOR) and the City of Jonesboro (CITY), on this **1st** Day of **March 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **March 1st, 2018**.
A sum of **\$300.00** shall be paid on **March 1st, 2019**.
A sum of **\$300.00** shall be paid on **March 1st, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (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 4' x 8' sign to be placed for SPONSOR'S on Miracle League 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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, Arkansas.
- (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 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 Set forth below.

BY: **Chris Conger**

Name: Chris Conger

Title: Realtor

Date: March 5, 2018

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:051	Version:	1	Name:	CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:			To Be Introduced
File created:	3/28/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Sensational Kids				

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

A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Sensational Kids Pediatric Therapy is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, Sensational Kids Pediatric Therapy is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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 Sensational Kids Pediatric Therapy for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE COMPLEX

This agreement is made by and between **Sensational Kids Pediatric Therapy** (SPONSOR) and the City of Jonesboro (CITY), on this **1st Day of March 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2018**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2019**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 8' sign to be placed for SPONSOR'S on Miracle League 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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, Arkansas.
- (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 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: **Sensational Kids Pediatric Therapy**

Name: Brooke Crump

Title: owner

Date: 3/17/18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:053	Version:	1	Name:	AGREEMENT WITH THE BLUE AND YOU FOUNDATION TO RECEIVE SIX MINI GRANTS
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/29/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE BLUE AND YOU FOUNDATION TO RECEIVE SIX MINI GRANTS				
Sponsors:	Community Development, Grants				
Indexes:					
Code sections:					
Attachments:	RES-18-027				

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

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE BLUE AND YOU FOUNDATION TO RECEIVE SIX MINI GRANTS

WHEREAS, the City of Jonesboro has been awarded six mini grants from the Blue and You Foundation in the amount of \$1,000 each; and

WHEREAS, funds will be utilized for the following: an automated external defibrillator in city hall, equipment for the Police Department's Get Fit Program, Animal Control's health and safety first program; smoke alarm purchase for the Fire Department, trauma kits for Allen Park Community Center and trauma kits for JET; and

WHEREAS, the mini grants are 100% funded with private funds and there is no cost to the City of Jonesboro.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Blue and You Foundation; and

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-028-2018

File Number: RES-18:027

Enactment Number: R-EN-028-2018

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE BLUE AND YOU FOUNDATION MINI GRANT APPLICATION

WHEREAS, applications are now being accepted for the Blue and You Foundation Mini Grants; and

WHEREAS, the amount of the grant is up to \$1,000 with no match requirement for the City of Jonesboro; and

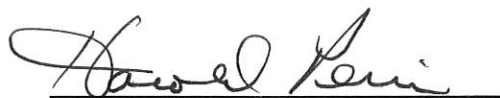
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The Jonesboro City Council supports the submission of Blue and You Mini Grant Applications.

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 grant 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 program.

PASSED AND APPROVED this 6th day of March, 2018.



Harold Perrin, Mayor

Date 3-12-18

ATTEST:


Donna Jackson, City Clerk

Date 3/12/18



Legislation Details (With Text)

File #:	RES-18:054	Version:	1	Name:	ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALLIANCE TRANSPORTATION GROUP FOR A 10-YEAR DEVELOPMENT PLAN/STUDY
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/2/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALLIANCE TRANSPORTATION GROUP FOR A 10-YEAR DEVELOPMENT PLAN/STUDY				
Sponsors:	JETS				
Indexes:					
Code sections:					
Attachments:	Alliance Contract 20180402.pdf				

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

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALLIANCE TRANSPORTATION GROUP FOR A 10-YEAR DEVELOPMENT PLAN/STUDY

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the study of JETS and the NORTHEAST ARKANSAS REGIONAL TRANSPORTATION PLANNING COMMISSION Region, AND

WHEREAS, the low bidder and the firm selected for the study of JETS and the NORTHEAST ARKANSAS REGIONAL TRANSPORTATION PLANNING COMMISSION Region is ALLIANCE TRANSPORTATION GROUP , AND

WHEREAS, funding for the execution of the contract shall come from JETS 5307 Small Urban Transit Grant and the NORTHEAST ARKANSAS REGIONAL TRANSPORTATION PLANNING COMMISSION, to be split 50/50 and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract for the study of JETS and the NORTHEAST ARKANSAS REGIONAL TRANSPORTATION PLANNING COMMISSION Region with ALLIANCE TRANSPORTATION GROUP for a 10-year development plan/study.

Section 2. That funding for the execution of the contract shall come from JETS 5307 Small Urban Transit Grant and the NORTHEAST ARKANSAS REGIONAL TRANSPORTATION PLANNING COMMISSION, to be split 50/50 and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

MASTER AGREEMENT

TRANSIT DEVELOPMENT STUDY

This contract, dated _____, 2018] is between the City of Jonesboro JET, Northeast Arkansas Regional Transportation Planning Commission, a home rule municipal corporation of the State of Arkansas ("CLIENT"), and Alliance Transportation Group, Inc.("Consultant").

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by _____, as stated in Attachment A.

II. PAYMENT

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the CLIENT's prior written consent. In the event of an assignment by the Consultant to which the CLIENT has consented, the assignee or assignee's legal representative must agree in writing with the CLIENT to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the CLIENT against such successors and assigns.

IV. STATUS OF CONSULTANT

The Consultant is an Independent Consultant. Consultant, Consultant's employees subconsultants and contractors are not the agents, servants or employees of the Client.

V. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VI. CLIENTSHIP OF DOCUMENTS AND MATERIALS

Clientship of Documents and Materials is according to Attachment C.

VI. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the Client or MPO's activities. The CLIENT may, however, specifically authorize a limited disclosure at its discretion.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"Client" shall mean all officers, agents and employees of the Client.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorney's fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Consultant" includes the corporation, company, partnership, or other entity, its Clients, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subconsultants, licensee and invitees of Consultant.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

Indemnity. The Consultant shall hold harmless and indemnify the Client, Client's officers, employees, and agents, and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subcontractors, and their agents and employees.

No Personal Liability. No director, officer, manager, employee, agent, assign, or representative of the Client shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

Independent Consultant Relationship. The parties intend that the Consultant shall be an independent consultant of the Client and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Client shall be deemed to be an exercise of supervision or control of the Consultant's performance.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

Professional Liability Insurance Coverage. The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant subject to the terms of the policy.

Worker's Compensation Insurance. The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

Automobile and General Liability Insurance. The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000 per occurrence and aggregate, and comprehensive

automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles.

Valuable Papers Insurance. The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as a part of the General Liability Insurances referenced above or as a separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to, or loss or theft of such papers.

Insurance Policies and Certificates. The Consultant shall allow the Client upon request the right to examine or inspect its insurance policies and evidence satisfactory to the Client concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Client certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Client, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

Additional Insurance Requirements. All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies authorized to do business in Arkansas, in form and substance satisfactory to the Client, and shall provide that the insurance will not be subject to cancellation, termination, or reduction in limits of liability insurance during its term except upon thirty (30) days prior written notice to the Client. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Client, the Consultant shall provide any insurance required under this Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

Duration of Insurance Obligations. The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Commercial General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

Consultant's Insurance Primary. All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Client's own insurance shall be non-contributing.

Additional Insured. All liability insurance policies, except the professional liability policy, worker's compensation and valuable papers maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Client, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Client.

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue will be in the State of Arkansas for any cause of action arising under this contract is in the State of where the project originates. This contract is governed by the laws of the State of the Project both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

X. TERMINATION

A. Termination for Convenience

The Client may terminate this Contract in accordance with this clause in whole, or from time to time, in part, whenever Client shall determine that such termination is in the Client's best interest. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by Client's representative, the Consultant shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Assign Client all of the rights, title, and interest of Consultant under the orders and subcontracts so terminated, in which case Client shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such

orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Client to the extent the Client may require, which approval or ratification shall be final for all the purposes of this clause; and
6. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination, and take such action as may be necessary, or as Client may direct, for the protection or preservation of the property related to this Contract, which is in the possession of Consultant and in which Client has or may acquire an interest. Settlement of claims under this Termination for Convenience clause shall be in accordance with Paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, Subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" appears, it shall be deleted and the words "Client" shall be substituted in lieu thereof.

B. Termination for Breach or Default

Client may, by written Notice of Default to Consultant, terminate the whole or any part of this Contract, if Consultant fails to perform the services within the time specified herein or any extension thereof; or Consultant breaches any warranty provisions of the Contract; or Consultant fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) business days (or such longer period as Client may authorize in writing) after receipt of notice from Client specifying such failure.

In the event of any termination, Client shall pay the agreed rate only for services delivered up to the date of termination. Client has no obligation to Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment, and materials to Client within five (5) business days of the date of termination. Client may withhold from these amounts any sum the Client determines to be necessary to protect the Client against loss, because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of Client hereunder.

The rights and remedies of the Client provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

The Client will not knowingly award contracts for goods or services to any bidder in arrears to the Client for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Professional is responsible for ensuring that no indebtedness exists.

Section 130 of the Client Charter authorizes the Client to counterclaim and offset against any debt, claim, demand or account owed by the Client to any person, firm or corporation in arrears to the Client for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Client to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The Client affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The Client shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the Client, City of Jonesboro, is a fact as well as an ideal.

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not Client -- must verify eligibility for employment as required by IRCA.

XVII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The Client hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract.

XVIII. SALES TAX

The Client will make its own determination and filing of state and local sales tax due on Consultant's work and incorporated materials. As such, the Consultant will not bill the Client for sales tax, and the Client agrees to hold the Consultant harmless for any taxes, penalties, or interest due as a result of the Clients self-determination and filing under this paragraph.

XIX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XX. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXI. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF the parties have entered into this agreement effective as of the date first above written.

CLIENT

CONSULTANT

By: _____

By: _____

Title: Mayor

Title: Executive Vice President

Address: City of Jonesboro
PO Box 1845
300 S. Church St.
Jonesboro r. 72403

Address: Alliance Transportation Group
11500 Metric Blvd
Bldg M1, Ste 150
Austin, Texas 78758

Phone Number: 870-932-1052

Phone Number: 512-821-2081

Federal Tax I. D. # 74-2851432

ATTEST:

WITNESS: (If Corporation)

APPROVED:

ATTACHMENT A

SCOPE OF SERVICES

As Outlined in requested Proposal for Study.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$ _____ per hour not to exceed \$ _____

Consultant must submit monthly invoices to CLIENT accompanied by an explanation of charges, fees, and services. CLIENT will pay invoices according to its normal payment procedures.

OPTION 2

Payment is in a lump sum amount of \$ _____ upon completion of the work and written acceptance by CLIENT's Project Representative.

No mechanic, Consultant, subprofessionals, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the CLIENT, the Consultant must execute and provide CLIENT with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Consultant has been notified.

OPTION 3 MB

City of Jonesboro will be invoiced at the completion of each task, not to exceed total bid price. (\$99,913.23) Upon completion of the work and written acceptance by CLIENT's Project Representative.

No mechanic, Consultant, sub-Consultant, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the CLIENT, the Consultant shall execute and provide CLIENT with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Consultant has been notified.

ATTACHMENT C

CLIENTSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option1) MB

All documents and materials prepared by Consultant under the terms of this contract are the CLIENT's property from the time of preparation, and Consultant must deliver the documents and materials to the CLIENT or make them available for inspection whenever requested. Consultant has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the CLIENT authorizes in writing.

(Option 2)

All documents and materials prepared by the Consultant remain the property of the Consultant; however, Consultant must furnish CLIENT, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Consultant pursuant to this Agreement.



Legislation Details (With Text)

File #:	RES-18:055	Version:	1	Name:	TO APPLY FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROJECT GRANT FROM THE ARKANSAS STATE POLICE HIGHWAY SAFETY OFFICE
Type:	Resolution	Status:			To Be Introduced
File created:	4/3/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROJECT GRANT FROM THE ARKANSAS STATE POLICE HIGHWAY SAFETY OFFICE				
Sponsors:	Grants, Community Development, Police Department				
Indexes:					
Code sections:					
Attachments:					

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

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROJECT GRANT FROM THE ARKANSAS STATE POLICE HIGHWAY SAFETY OFFICE WHEREAS, applications are now being accepted for the state FY 2019 Highway Safety Plan (HSP) Selective Traffic Enforcement Project (STEP) grant request; and

WHEREAS, the STEP grant is funded at 80% by the Arkansas State Policy Highway Safety Office and a 20% local monetary or in-kind match is required; and

WHEREAS, the City of Jonesboro is seeking funding of \$118,531 for selective traffic enforcement projects to reduce highway crashes, fatalities, and injuries, of which \$94,825 state funded and \$23,706 is a local in-kind match in the form of base officer salaries and benefits with maintenance and operations. This assistance will provide overtime salary support for driving under the influence (DUI)/driving while intoxicated (DWI), safety belt, speed, and distracted texting/cellphone driving enforcement mobilization efforts. Further, it will allow for the purchase of 100 to 125 child safety restraints for Northeast Arkansas citizens in need, out-of-state STEP grant program related training expenses for two personnel, and two LIDAR traffic enforcement units.

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 application to the Selective Traffic Enforcement Project grant for selective traffic enforcement projects to reduce highway crashes, fatalities, and injuries.

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 grant 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 state program.



Legislation Details (With Text)

File #: RES-18:058 **Version:** 1 **Name:** TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

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

File created: 4/4/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Finance

Indexes: Other

Code sections:

Attachments:

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

WHEREAS, on May 11, 1998 the City of Jonesboro did execute a Contract of Obligation between the City of Jonesboro and the Arkansas Department of Pollution Control and Ecology (ADPCE) related to the closure and post-closure costs of the Jonesboro municipal landfill, said Contract binding the City of payment in the amount of \$500,000.00 in the event of default; and,

WHEREAS, The Arkansas Department of Environmental Quality (as successor agency to ADPCE), has advised City that, pursuant to Regulation 22.1403(c), the above Contract of Obligation may be rescinded upon receipt of a letter of credit in the amount equal to 20% of estimated post-closure maintenance costs; and,

WHEREAS, this letter of credit must be renewed annually, and the amount adjusted based on annual inflation factor provided by ADEQ; and,

WHEREAS, Centennial Bank, as primary depository for City, has tentatively agreed to provide an irrevocable standby letter of credit, in favor of the Arkansas Department of Environmental Quality, for this purpose and to renew said letter of credit annually, as needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute any and all instruments necessary for the issuance of the mentioned letter of credit.



Legislation Details (With Text)

File #:	RES-18:059	Version:	1	Name:	TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR RECREATIONAL TRAILS PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION
Type:	Resolution	Status:			To Be Introduced
File created:	4/5/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR RECREATIONAL TRAILS PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION				
Sponsors:	Grants, Community Development, Parks & Recreation				
Indexes:					
Code sections:					
Attachments:					

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

RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR RECREATIONAL TRAILS PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION WHEREAS, the City of Jonesboro understands Federal-aid Recreational Trails Program Funds are available at 80% federal participation and 20% local match/in-kind labor to develop or improve to develop or improve the Craighead Forest Greenway Phase IV Project; and

WHEREAS, the City of Jonesboro understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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 2018 application to the Recreational Trails Program to develop or improve the Craighead Forest Greenway Phase IV Project; and

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; and

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; and

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

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; and,

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



Legislation Details (With Text)

File #: RES-18:060 **Version:** 1 **Name:** TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION

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

File created: 4/5/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Community Development, Parks & Recreation

Indexes:

Code sections:

Attachments:

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

RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Jonesboro understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve the Southside Ballfield Walking Loop Trail; and

WHEREAS, the City of Jonesboro understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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 2018 application to the Transportation Alternatives Program to develop or improve the Southside Ballfield Walking Loop Trail; and

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; and

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; and

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

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; and,

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



Legislation Details (With Text)

File #: RES-18:061 **Version:** 1 **Name:** TO APPLY FOR THE AARP COMMUNITY CHALLENGE 2018 GRANT FROM THE AMERICAN ASSOCIATION FOR RETIRED PERSONS

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

File created: 4/5/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE AARP COMMUNITY CHALLENGE 2018 GRANT FROM THE AMERICAN ASSOCIATION FOR RETIRED PERSONS

Sponsors: Grants, Community Development, Parks & Recreation

Indexes:

Code sections:

Attachments:

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

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE AARP COMMUNITY CHALLENGE 2018 GRANT FROM THE AMERICAN ASSOCIATION FOR RETIRED PERSONS

WHEREAS, applications are now being accepted for the AARP Community Challenge grant; and

WHEREAS, the AARP Community Challenge grant is funded at 100% by the American Association of Retired Persons (AARP) with no local match required for quick-action projects that can help the community become more livable for persons 50 years and older by improving housing, transportation, public space, and other community elements that support great places for all people of all ages.

WHEREAS, the City of Jonesboro is seeking funding of up to \$85,000 for an off-leash dog park on the vacant City of Jonesboro owned property located adjacent to the Earl Bell Community Center and Harlan Henry Senior Center. This assistance will provide funding for a long-requested space for citizens and their pets to participate in community life.

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 2018 application to the AARP Community Challenge grant for an off-leash dog park on vacant City of Jonesboro owned property located adjacent to the Earl Bell Community Center and Harlan Henry Senior Center.

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 grant 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 private funding program.



Legislation Details (With Text)

File #:	RES-18:062	Version:	1	Name:	TO APPLY FOR THE 2017 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY
Type:	Resolution	Status:			To Be Introduced
File created:	4/5/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY				
Sponsors:	Grants, Fire Department				
Indexes:					
Code sections:					
Attachments:					

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

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY WHEREAS, applications are now being accepted for the FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) grant; and

WHEREAS, the SAFER grant is funded for two years at 75% by the U.S. Department of Homeland Security with a 25% local match required and one year at 35% by the U.S. Department of Homeland Security with a 65% local match required; and

WHEREAS, the City of Jonesboro is seeking funding for 36 months of firefighter salaries and benefits. This assistance will provide support for new, additional firefighters to improve staffing levels.

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 2017 application to the FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) grant for 36 months for firefighter salaries and benefits to provide support for new, additional firefighters to improve staffing levels.

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 grant 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 program.



Legislation Details (With Text)

File #: RES-18:063 **Version:** 1 **Name:** FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, UNITED STATES CODE, AND OTHER FEDERAL

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

File created: 4/5/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

Sponsors: JETS, Community Development

Indexes:

Code sections:

Attachments:

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

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the City of Jonesboro has or will provide annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, the Arkansas Highway and Transportation Department has been the designated recipient for the Jonesboro Urbanized Zone Area (UZA) since 2002;

WHEREAS, Federal Transit regulations require formula funds to be programmed within three years of allocation or return funds for the funding year to the Federal Transit Administration;

WHEREAS, the Urbanized Area Formula Program authorized by 49 U.S.C. section 5307, provides federal assistance in the amount of 90% for bicycle racks, 80% for capital investment/improvements, and 50% for operating costs

Now therefore be it resolved by the City Council of the City of Jonesboro, Arkansas that:

1. The Mayor of Jonesboro is authorized to execute and file an application for Federal assistance on behalf of the City of Jonesboro with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53, United States Code or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. The Jonesboro UZA, per the supplemental agreement with the Arkansas Highway and Transportation Department, is authorized to apply for such funds as the direct recipient.
3. The Mayor of Jonesboro is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
4. The Mayor of Jonesboro is authorized to execute and file an application with the Arkansas Highway and Transportation Department for additional funding under the Federal Transit Administration New Starts Program, Title 49 United States Code (U.S.C.) Section 5309.
5. This resolution authorizes submission of applications for funding and does not create a community transportation system.