



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, February 23, 2016

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-16:017 Minutes for the Finance Committee meeting on February 9, 2016

Attachments: [Minutes](#)

4. New Business

Resolutions To Be Introduced

RES-16:015 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - CRAIGHEAD FOREST PARK TRAILWAY

Sponsors: Grants, Parks & Recreation and Engineering

Attachments: [Craighead Forest Trailway Phase 2 Agreement](#)
[Certification for Craighead Forest Trailway Phase 2](#)
[Craighead Forest Trailway \(Phase 2\) Budget Amendment](#)
[Designated Employee Letter for Craighead Forest Trail \(Phase 2\)](#)

RES-16:016 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - RACE STREET SIDEWALKS AND UPRR PEDESTRIAN CROSSING

Sponsors: Grants and Engineering

Attachments: [Race St. Sidewalks & RR Ped. Crossing Agreement](#)
[Certification for Race St. & RR Ped Crossing](#)
[Race St. Sidewalks & RR Ped. Crossing Budget Amendment](#)
[Designated Employee Letter for Race St. Sidewalks & RR Ped Crossing](#)

RES-16:017 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO

AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 ARKANSAS RECREATIONAL TRAILS NONMOTORIZED PROGRAM (RTP) - GREENWAY PEDESTRIAN BRIDGE

Sponsors: Grants, Parks & Recreation and Engineering

Attachments: [Greenway Ped. Bridge RTP Agreement](#)

[Certification for Greenway Ped Bridge](#)

[Designated Employee Letter for Greenway Ped. Bridge](#)

RES-16:021

A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

Attachments: [Eab Fourth in the Forest 2016.pdf](#)

RES-16:023

A RESOLUTION AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF COMMUNICATIONS DIRECTOR FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Mayor's Office

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:017 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/10/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on February 9, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on February 9, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, February 9, 2016

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was not in attendance.

Present 4 - Ann Williams; John Street; Darrel Dover and Charles Coleman

Absent 2 - Todd Burton and Rennell Woods

3. Approval of minutes

MIN-16:012

Minutes for the Finance Committee meeting on January 26, 2016

Attachments: [Minutes](#)

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

Aye: 3 - Ann Williams; John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods

MIN-16:013

Minutes for the special called Finance Committee meeting on February 2, 2016

Attachments: [Minutes](#)

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

Aye: 3 - Ann Williams; John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods

4. New Business

Resolutions To Be Introduced

RES-16:010

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO,

ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR SUMS RECEIVED AND COSTS ASSOCIATED WITH OFFENSES AND/OR VIOLATIONS COMMITTED WITHIN THE CORPORATE LIMITS JONESBORO, ARKANSAS BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

Sponsors: Mayor's Office

Attachments: [Interlocal Agreement](#)

Councilman Street noted this is the E-ticket agreement. He added this is a one-year agreement that will automatically renew.

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

Aye: 3 - Ann Williams;John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods

RES-16:013

A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

Sponsors: Parks & Recreation

Attachments: [2016 City Pool Contract.pdf](#)

Parks Director Wixson Huffstetler explained this is the contract that the city does yearly for the swim team that includes prices and dates and times for their tournaments.

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

Aye: 3 - Ann Williams;John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods

5. Pending Items

6. Other Business

ORD-16:012

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 ANNUAL BUDGET TO ADD \$1,079,325 FOR SALARY INCREASES AND DECLARING AN EMERGENCY FOR THE OPERATIONAL CONTINUITY OF THE CITY OF JONESBORO, ARKANSAS

Sponsors: Mayor's Office and Finance

Attachments: [Exhibit A](#)

Chairman Dover stated after six months of work on salary issues, they are ready to present an ordinance with the recommendations. He explained the committee looked at compression, longevity, raises and an incentive plan. They have not been able to make a recommendation concerning the incentive yet, but hope to be able to have a recommendation regarding incentive within a month.

Councilman Coleman asked if the \$1 million being appropriated by the ordinance will be enough, or if more money will be needed when the other part is done. Chairman Dover answered no, they have already budgeted enough money for the incentive plan.

Councilman Street stated the plan will be retroactive to January 1. Chairman Dover agreed. He thanked the committee members for their many hours of work on this issue. He added he is very proud of the committee's cooperation and what they brought forth. He further explained the Johanson survey showed the city is 6.57% below market in terms of salaries. The changes involved in this proposal will increase the city to being 3.5% below market.

Councilman Coleman stated he doesn't have a problem with the proposal, but he did express concern about the city not having enough police officers. He asked if this money being appropriated will help with that situation. Police Chief Rick Elliott noted in the past two budgets no additional officer positions have been included in the Police Department's budget. He explained this will allow him to hire officers to fill seven empty slots, but additional positions would have to be included in the next budget unless something happens possibly mid-year. They will be applying for a Cops for Hire grant later this year that may help add five positions by paying for 75% of the funding for three years.

Chairman Dover further explained what this will cover. Approximately \$503,000 will be used to fund \$1,000 raises for all employees, \$364,000 is for the longevity plan which is a 30-year plan paying \$75 per year of service, \$242,000 will be the cost of the added benefits to the city and \$74,000 is for compression issues. They wanted to come up with a plan, but noted some of the variables, such as cost of living adjustments and raises, will have to be addressed every year. The cost of living adjustments will be based on the federal government each year. The goal is to get all employees to the midpoint as soon as possible, maybe within one or two years. They hope to get the checks to the employees by the end of the month. He added the longevity payment is a separate payment, payable at the end of each year.

Chairman Dover noted this is just a start and not the finish. He asked that the committee be kept standing in order to review issues every quarter in order to plan for next year. He also recommended a committee be formed to develop a policy for the reserve funding. He explained a formula should be made to help determine how much reserve funding the city needs. He further stated the current policy is 15%, but he would like that to be researched as to why it needs to be that way.

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

Aye: 3 - Ann Williams; John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods

7. Public Comments

8. Adjournment

A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this meeting be Adjourned . The motion PASSED

with the following vote.

Aye: 3 - Ann Williams; John Street and Charles Coleman

Absent: 2 - Todd Burton and Rennell Woods



Legislation Details (With Text)

File #:	RES-16:015	Version:	1	Name:	Agreement with AHTD for 2015 TAP for the Craighead Forest Park Trailway
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/2/2016	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 ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - CRAIGHEAD FOREST PARK TRAILWAY				
Sponsors:	Grants, Parks & Recreation, Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Craighead Forest Trailway Phase 2 Agreement Certification for Craighead Forest Trailway Phase 2 Craighead Forest Trailway (Phase 2) Budget Amendment Designated Employee Letter for Craighead Forest Trail (Phase 2)				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - CRAIGHEAD FOREST PARK TRAILWAY

WHEREAS, the City of Jonesboro was awarded the FY 2015 Transportation Alternative Program Grant in the amount of \$377,545 of which \$302,036 are Federal-aid funds (80%); and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with \$75,509 in local funds of said trail; and

WHEREAS, the City of Jonesboro will accept all accounting, reporting, and project responsibilities for said grant; and

WHEREAS, the City of Jonesboro will use said funds for the construction of of the Craighead Forest Park Trailway Phase 2 as part of the Greenway Trailway, a master trail system that would provide pedestrian and bicycle accessibility to the recreational complexes throughout the City.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas State Highways and Transportation Department to accept the 2015 TAP - Craighead Forest Park Trail (Phase 2) Grant in the amount of \$377,545; and

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

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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

RELATIVE TO

Implementation of **Job 100856, Craighead Forest Park Trail (Ph. 2) (Jonesboro) (TAP-15) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Transportation Alternatives Program projects; and

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

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$302,036** maximum Federal-aid approved for the Project:

	<u>Maximum</u> <u>Federal %</u>	<u>Minimum</u> <u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

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

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

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to

maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

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

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction in the scope of their project will submit the Revision of Project Scope and Budget (Attachment C) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer or licensed architect must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D for items to be included in the bid proposal).
5. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
6. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
7. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be

used for the Project and the land is accessible to the general public for public recreational purposes (See Attachment E).

8. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
9. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
10. Advertise for bids in accordance with federal procedures as shown in Attachment G. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
11. Forward a copy of all addenda to the Project during the advertisement to the Department.
12. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
13. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
14. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
15. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
16. Perform construction inspection in accordance with Attachment I.
17. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J). Requests for reimbursement must be made at least once every six months that construction projects are active in order to avoid being put on the FHWA inactive project list.
18. Attach Report of Daily Work Performed (Attachment K) for all days that correspond with each CCRR submittal.
19. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
20. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of

FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

21. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
22. To the extent permitted by law, indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of the Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United State Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement. It is acknowledged that the Sponsor is entitled to certain immunities provided by A.C.A. §21-9-301 and that nothing contained herein shall be construed as a waiver of any such statutory immunities.
23. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
24. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M).
25. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
26. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration.
27. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
28. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.
29. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.
30. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents,

its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

31. Repay all federal funds if this is determined necessary for any reason.
32. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
33. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
34. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
35. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
36. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCR form (Attachment J). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

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

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

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 2016.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

Scott E. Bennett, P.E.
Director of Highways and Transportation

Harold Perrin
Mayor

Donna Jackson
City Clerk

Carol Duncan
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

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

Free language assistance for Limited English Proficient individuals is available upon request.

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

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

City of Jonesboro

Sponsor:

Signature:

Harold Perrin, Mayor

Name:



CITY OF JONESBORO

February 2, 2016

Mr. Jared Wiley
Division Engineer – Program Management
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: **Job # 100856**
Craighead Forest Trail (Phase 2)
Craighead County

Dear Mr. Wiley:

The scope and/or budget for the project has/have been revised. I certify that:

- 1) The length of the project will be _____ feet and be _____ feet wide with a/an _____ surface.
- 2) Other project changes are as follows: _____.
- 3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.
- 4) The revised budget is \$302,036 Federal-aid and \$101,509 Sponsor funds for a total project budget of \$403,545.

Any substantial changes to the above information will be submitted in writing to AHTD.

Sincerely,

Harold Perrin
Mayor

cc: Wixson Huffstetler, Director of Parks and Recreation
Craig Light P.E., City Engineer
Kimberly Marshall, Grants Administrator



CITY OF JONESBORO

February 2, 2016

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

Re: **Job #100856**
Craighead Forest Trail (Phase 2) (Jonesboro)
Craighead County

Dear Mr. Banks:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Wixson Huffstetler. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding.

Sincerely,

Harold Perrin
Mayor

cc: Wixson Huffstetler, Director of Parks and Recreation
Craig Light P.E., City Engineer
Kimberly Marshall, Grants Administrator



Legislation Details (With Text)

File #:	RES-16:016	Version:	1	Name:	Agreement with AHTD for 2015 TAP for Race Street sidewalks and pedestrian crossing
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/2/2016	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 ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - RACE STREET SIDEWALKS AND UPRR PEDESTRIAN CROSSING				
Sponsors:	Grants, Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Race St. Sidewalks & RR Ped. Crossing Agreement Certification for Race St. & RR Ped Crossing Race St. Sidewalks & RR Ped. Crossing Budget Amendment Designated Employee Letter for Race St. Sidewalks & RR Ped Crossing				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - RACE STREET SIDEWALKS AND UPRR PEDESTRIAN CROSSING

WHEREAS, the City of Jonesboro was awarded the FY 2015 Transportation Alternative Program Grant in the amount of \$90,847.50 of which \$72,678 are Federal-aid funds (80%); and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with \$18,847.50 in local funds (20%) of said project; and

WHEREAS, the City of Jonesboro will accept all accounting, reporting, and project responsibilities for said grant; and

WHEREAS, the City of Jonesboro will use said funds for the improvement of existing crossing and the addition of new sidewalks along Race Street to provide safer routes for the Nettleton Schools and Allen Community Center pedestrian traffic in at area.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas State Highways and Transportation Department to accept the 2015 TAP - Race Street Sidewalks and RR Pedestrian Crossing Grant in the amount of \$90,847.50; and

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

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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

RELATIVE TO

Implementation of **Job 100857, Race St. Sidewalks and RR Ped. Crossing (Jonesboro) (TAP-15) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Transportation Alternatives Program projects; and

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

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$72,678** maximum Federal-aid approved for the Project:

	<u>Maximum</u> <u>Federal %</u>	<u>Minimum</u> <u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

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

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

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to

maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

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

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction in the scope of their project will submit the Revision of Project Scope and Budget (Attachment C) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer or licensed architect must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D for items to be included in the bid proposal).
5. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
6. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
7. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be

used for the Project and the land is accessible to the general public for public recreational purposes (See Attachment E).

8. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
9. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
10. Advertise for bids in accordance with federal procedures as shown in Attachment G. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
11. Forward a copy of all addenda to the Project during the advertisement to the Department.
12. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
13. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
14. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
15. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
16. Perform construction inspection in accordance with Attachment I.
17. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J). Requests for reimbursement must be made at least once every six months that construction projects are active in order to avoid being put on the FHWA inactive project list.
18. Attach Report of Daily Work Performed (Attachment K) for all days that correspond with each CCRR submittal.
19. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
20. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of

FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

21. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
22. To the extent permitted by law, indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of the Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United State Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement. It is acknowledged that the Sponsor is entitled to certain immunities provided by A.C.A. §21-9-301 and that nothing contained herein shall be construed as a waiver of any such statutory immunities.
23. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
24. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M).
25. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
26. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration.
27. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
28. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.
29. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.
30. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents,

its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

31. Repay all federal funds if this is determined necessary for any reason.
32. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
33. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
34. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
35. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
36. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCR form (Attachment J). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

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

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

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 2016.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

Scott E. Bennett, P.E.
Director of Highways and Transportation

Harold Perrin
Mayor

Donna Jackson
City Clerk

Carol Duncan
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

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

Free language assistance for Limited English Proficient individuals is available upon request.

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

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

City of Jonesboro

Sponsor:

Signature:

Harold Perrin, Mayor

Name:



CITY OF JONESBORO

February 2, 2016

Mr. Jared Wiley
Division Engineer – Program Management
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: **Job # 100857**
Race Street Sidewalks and RR Pedestrian Crossing (Jonesboro)
Craighead

Dear Mr. Wiley:

The scope and/or budget for the project has/have been revised. I certify that:

- 1) The length of the project will be _____ feet and be _____ feet wide with a/an _____ surface.
- 2) Other project changes are as follows: _____.
- 3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.
- 4) The revised budget is \$72,678.00 Federal-aid and \$18,169.50 Sponsor funds for a total project budget of \$90,847.50.

Any substantial changes to the above information will be submitted in writing to AHTD.

Sincerely,

Harold Perrin
Mayor

cc: Craig Light P.E., City Engineer
Kimberly Marshall, Grants Administrator



CITY OF JONESBORO

February 2, 2016

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

Re: **Job #100857**
Race St. Sidewalks and RR Pedestrian (Jonesboro)
Craighead

Dear Mr. Banks:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Craig Light. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding.

Sincerely,

Harold Perrin
Mayor

cc: Craig Light P.E., City Engineer
Kimberly Marshall, Grants Administrator



Legislation Details (With Text)

File #:	RES-16:017	Version:	1	Name:	Agreement with AHTD for 2015 TAP for the Greenway pedestrian bridge
Type:	Resolution	Status:			To Be Introduced
File created:	2/2/2016	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 ARKANSAS RECREATIONAL TRAILS NONMOTORIZED PROGRAM (RTP) - GREENWAY PEDESTRIAN BRIDGE				
Sponsors:	Grants, Parks & Recreation, Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Greenway Ped. Bridge RTP Agreement Certification for Greenway Ped Bridge Designated Employee Letter for Greenway Ped. Bridge				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAYS AND TRANSPORTATION DEPARTMENT (AHTD) FOR THE FY 2015 ARKANSAS RECREATIONAL TRAILS NONMOTORIZED PROGRAM (RTP) - GREENWAY PEDESTRIAN BRIDGE

WHEREAS, the City of Jonesboro was awarded the FY 2015 Arkansas Recreation Trails Program Grant in the amount of \$99,995 of which \$79,996 are Federal-aid funds (80%); and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with \$19,999 in local funds (20%) of said project; and

WHEREAS, the City of Jonesboro will accept all accounting, reporting, and project responsibilities for said grant; and

WHEREAS, the City of Jonesboro will use said funds for the construction of a pedestrian bridge connecting the Greenway Trail over the Turtle Creek running parallel to the Turtle Creek Mall.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas State Highways and Transportation Department to accept the 2015 RTP - Greenway Pedestrian Bridge Grant in the amount of \$99,995; and

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

**GREEMENT OF UNDERSTANDING
BETWEEN**

THE CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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

RELATIVE TO

Implementation of **Job 100852, Greenway Ped. Bridge (Jonesboro) (RTP-15) (S)** (hereinafter called the "Project") as an Arkansas Recreational Trails NonMotorized Program project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Recreational Trails Program projects; and

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

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$79,996** maximum Federal-aid approved for the Project:

	<u>Maximum</u> <u>Federal %</u>	<u>Minimum</u> <u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

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

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

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to

maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

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

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction in the scope of their project will submit the Revision of Project Scope and Budget (Attachment C) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer or licensed architect must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D for items to be included in the bid proposal).
5. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
6. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
7. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be

used for the Project and the land is accessible to the general public for public recreational purposes (See Attachment E).

8. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
9. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
10. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**
11. If the project is to be advertised, it must be done in accordance with federal procedures as shown in Attachment G. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
12. Forward a copy of all addenda to the Project during the advertisement to the Department.
13. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
14. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
15. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
16. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
17. Perform construction inspection in accordance with Attachment I.
18. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J). Requests for reimbursement must be made at least once every six months that construction projects are active in order to avoid being put on the FHWA inactive project list.
19. Attach Report of Daily Work Performed (Attachment K) for all days that correspond with each CCRR submittal.
20. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

21. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
22. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
23. To the extent permitted by law, indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of the Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United State Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement. It is acknowledged that the Sponsor is entitled to certain immunities provided by A.C.A. §21-9-301 and that nothing contained herein shall be construed as a waiver of any such statutory immunities.
24. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
25. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M).
26. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
27. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
28. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.
29. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.

30. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
31. Repay all federal funds if this is determined necessary for any reason.
32. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
33. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
34. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
35. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
36. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).
37. Private or Non-Profit Organizations must review and submit Attachment P with all documents requested to the Department. A Notice to Proceed will not be granted to these organizations without the documents being submitted in full.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.

4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with Project construction or advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCR form (Attachment J). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

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

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

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 2016.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

Scott E. Bennett, P.E.
Director of Highways and Transportation

Harold Perrin
Mayor of Jonesboro

Donna Jackson
City Clerk

Carol Duncan
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

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

Free language assistance for Limited English Proficient individuals is available upon request.

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

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

City of Jonesboro

Sponsor:

Signature:

Harold Perrin, Mayor

Name:



**CITY OF
JONESBORO**

February 2, 2016

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

Re: **Job #100852**
Greenway Pedestrian Bridge (Jonesboro)
Craighead

Dear Mr. Banks:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Wixson Huffstetler. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding.

Sincerely,

Harold Perrin
Mayor

cc: Wixson Huffstetler, Director of Parks and Recreation
Craig Light P.E., City Engineer
Kimberly Marshall, Grants Administrator



Legislation Details (With Text)

File #:	RES-16:021	Version:	1	Name:	Contract with EAB Broadcaster for rental of Craighead Forrest Park
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/9/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Eab Fourth in the Forest 2016.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

WHEREAS, the City of Jonesboro owns and maintains Craighead Forrest Park located at 4910 South Culberhouse;

WHEREAS, EAB Broadcastors Inc is seeking rental for Fourth in the Forrest fireworks at Craighead Forrest Park; and

WHEREAS, EAB Broadcastors Inc is renting the complex for the sum of \$1,500.00.

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 EAB Broadcastors Inc for the rental of Southside Softball 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 documents necessary to effectuate the agreement.

RENTAL AGREEMENT

THIS AGREEMENT made this 15th day of March, 2016 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcasters, Inc. hereinafter called Lessee.

Lessor leases to Lessee, property in Jonesboro, Arkansas commonly known as the Craighead Forrest Park under the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2016, and ending at midnight on July 5, 2016.
2. **RENT:** Rent is payable in advance, no later than June 27, 2016 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Event, and for no other purpose.
4. **SUBLET:** Lessee may not sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Event. Lessee shall be responsible for the following:
 - a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
 - c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.

d. Lessee will barricade restricted access areas to prevent the public from entering.

e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.

g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.

6. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

7. INDEMNIFICATION: Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:

(a) Lessee's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and

(c) Lessee's failure to comply with any requirements imposed by any governmental authority.

8. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.

9. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

10. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

11. COMPLIANCE WITH LAWS: Lessee agrees not to violate any

law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

12. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

14. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

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

CITY OF JONESBORO

LESSOR, HAROLD FERRIN, MAYOR

Harold Ferrin
LESSEE, EAB Broadcastors,

Inc.

ATTEST:

DONNA JACKSON,
CITY CLERK



Legislation Details (With Text)

File #: RES-16:023 **Version:** 1 **Name:** Salary recommendation for the Communications Director position in the Mayor's Office

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

File created: 2/12/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF COMMUNICATIONS DIRECTOR FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Mayor's Office

Indexes: Employee benefits, Position - creation/amendment

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF COMMUNICATIONS DIRECTOR FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

WHEREAS, the Jonesboro City Council adopted the Salary Schedule and Administration Policy as recommended by the Johanson Group on December 15, 2009; and

WHEREAS, the Salary Schedule and Administration Policy requires any salary recommendation greater than the halfway point between minimum and mid-point, of any salary range of the grade to be approved by the Mayor and City Council; and

WHEREAS, the position of Communications Director with a Pay Grade of 119 has the following pay range:

Minimum	Midpoint	Maximum
\$44,334	\$55,416	\$66,500

NOW THEREFORE, BE IT RESOLVED BY THE JONESBORO CITY COUNCIL that the salary for the position of Communications Director be approved at the midpoint of the pay range for the Pay Grade of 119 as established by the Salary Schedule and Administration Policy. This would make the actual salary \$55,416.00.