



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Wednesday, May 11, 2016

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-16:044](#) Minutes for the special called Finance Committee meeting on April 19, 2016

Attachments: [Minutes](#)

[MIN-16:048](#) Minutes for the Finance Committee Meeting on April 26, 2016

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-16:026](#) AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

Resolutions To Be Introduced

[RES-16:054](#) 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

Attachments: [FinanceDept@jonesboro.org_20160429_150245](mailto:FinanceDept@jonesboro.org)

[RES-16:055](#) A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT.

Sponsors: Grants

RES-16:056 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE.

Sponsors: Grants

RES-16:057 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

Sponsors: Grants

RES-16:059 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT

Sponsors: Grants and Parks & Recreation

Attachments: [RMTP - ATV Park Trail Map](#)

RES-16:060 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)

Sponsors: Grants

Attachments: [Miracle League GIF 05202016](#)

RES-16:061 A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGENT TECHNOLOGY TRAFFIC SYSTEM PROJECT

Sponsors: Grants and Engineering

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-16:044 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/21/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Finance Committee meeting on April 19, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on April 19, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 19, 2016

5:20 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 5 - Ann Williams; John Street; Darrel Dover; Todd Burton and Rennell Woods

Absent 1 - Charles Coleman

3. New Business

Resolutions To Be Introduced

RES-16:047

A RESOLUTION FOR THE MAYOR TO SIGN A NO-COST EXTENSION FOR PROJECT A-10663-15-CG (CRAIGHEAD FOREST PARK TRAILHEAD) OF THE FY 2015 50/50 MATCH GRANT.

Sponsors: Grants and Parks & Recreation

Attachments: [No-Cost Extension Agreement 04122016](#)

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: 4 - Ann Williams; John Street; Todd Burton and Rennell Woods

Absent: 1 - Charles Coleman

4. Adjournment

A motion was made by Councilman John Street, seconded by Councilman Rennell Woods, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; Todd Burton and Rennell Woods

Absent: 1 - Charles Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:048 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/27/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee Meeting on April 26, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee Meeting on April 26, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 26, 2016

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

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

Absent 2 - Charles Coleman and Rennell Woods

3. Approval of minutes

MIN-16:041

Minutes of the Finance Committee meeting on April 12, 2016

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

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

Absent: 2 - Charles Coleman and Rennell Woods

4. New Business

Ordinances To Be Introduced

ORD-16:024

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

Grants and Community Development administrator Kimberly Marshall explained that the City is trying to purchase more Opticons for the city's signal lights. She said the City currently has seven that are going to be attached. She said they were given the go ahead with the GIF funds. The City has the software system in place already so it only makes sense to have the hardware so it talks to each other correctly. This is to be used in case of an emergency.

Councilman John Street questioned if they are the only compatible equipment supplier for this system and that is why they are the sole source. Ms. Marshall replied yes. Chairman Darrel Dover asked how many are in operation. Ms. Marshall replied that there are already 18 in operation and another seven are being added. Chairman Dover asked if that would give the city 25.

Mayor Harold Perrin stated that the City will apply for a grant through the Federal

Highway Administration to purchase Opticons for all of the City's signalizations which will include battery backups on every signal within the City. He stated that when they were in Washington, D.C. they visited with Robert with the Federal Highway Administration. Mayor Perrin said that Robert wanted the City of Jonesboro to be a model city. Robert realized that some of the city's intersections are not large enough, and the city needs to control what is in place. Robert stated that if the city will submit the application, they might be able to get the grant. Mayor Perrin stated if that's the case, we will go from 25 to 90 something. Chairman Dover asked how many traffic lights are in the city and Mayor Perrin responded with close to 90. Ms. Marshall replied that we had talked about 52 of them, but this will put it with all of them.

Mayor Perrin stated that the City will be talking with Mayor Gaskell of Paragould to do a regional type deal on another one as well as one with Brookland. He said that the City helps with Brookland's stoplights when something goes out. Mayor Perrin said that it would be good if we could go ahead and regionalize this out. He stated that the City would be the applicant and Paragould would be the co-applicant on that grant.

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

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

Absent: 2 - Charles Coleman and Rennell Woods

Resolutions To Be Introduced

RES-16:048

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

Councilman Street asked if the Resolution was for the expansion. Chairman Dover replied yes. Mayor Perrin stated that this is for the building out there. He said under state law, you can apply and the city can approve those applications. Mayor Perrin stated the county had already approved their application last night and now the city is working on it. He stated the business will get a tax back on what they do or spend to expand capital improvement inside of the building.

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

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

Absent: 2 - Charles Coleman and Rennell Woods

5. Pending Items

6. Other Business

A discussion was initiated by Mayor Perrin over what the definition of reserves is. He said there was some discussion on what will be happening over the next few weeks regarding reserves and what the reserves are earmarked for. Mayor Perrin stated that the Chief Financial Officer, Suzanne Allen, will be working on the breakdown of the funds. He said the funds include: \$4 million for the Hwy 18 overpass, the Tiger

grant (if the city gets funded) for \$5 million for the overpass on Patrick, and several other earmarked projects. Mayor Perrin noted that grants have been changing from 80/20 to 70/30 and the city has to be careful with funds. He said the City has to have the matching funds in order to get the grants. Mayor Perrin said it should come down to 15% for the discretionary fund. He said the City needs to look at all of the capital improvements for the next 3-5 years. Mayor Perrin stated that the City needs cash flow in order to spread it out for upcoming projects.

Chairman Dover asked if the City was still on course for the overpass at Nettleton/Highland. Mayor Harold Perrin replied that yes, they hope to go out for bids in late August or September. He said that the City has asked the Highway Department when they get to 90% of plans, to allow the City to start acquiring right of ways. Mayor Perrin said that part of the \$4 million that has been set aside is for the right of way as well as relocation of utilities and that will save the city a lot of time when we go to bids and we do have a contractor, we will have a lot of this ahead of us instead of having to wait to do a precon and probably not start until 2018. Mayor Perrin stated that Parker Road has already been paid for. He stated that with the breakdown of funds, the city will show the name, description, what's been paid for, and the year.

Councilman Street asked what is the 5% of the amount need for the Highland/Nettleton overpass project. Mayor Perrin replied that he believes the projected cost is \$15 million which includes roads, the wats, and the overpass on 18. Councilman Street stated that we will pay 5%, the railroad will pay 5%, the federal highway will pay 80%, and the state will pay 10%. Mayor Perrin replied that he asked for a breakdown last week when they were in Little Rock. He said when he gets that information; he will shoot out an email. He also stated that the fund balance is misleading.

7. Public Comments

Scott Bridger from FMH Conveyors, Inc. wanted to express his appreciation to the City for their assistance.

8. Adjournment

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

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

Absent: 2 - Charles Coleman and Rennell Woods



Legislation Details (With Text)

File #:	ORD-16:026	Version:	1	Name:	2015 budget cleanup ordinance
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	5/5/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO				
Sponsors:	Finance				
Indexes:	Budget amendment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION 1: Budget Ordinance #ORD-14:074 adopted December 29, 2014, as amended during 2016 is further amended by the increase in budget expenditures as follows:

- Fire Department in the amount of 398,600.
- Building Maintenance in the amount of 20,500.
- Fire Act Department in the amount of 2,000.
- Parks Department in the amount of 101,500.
- Softball Department in the amount of 5,200.
- Cemetery Care Department in the amount of 11,500.
- General Administrative Department in the amount of 73,100.
- E911 Department in the amount of 4,200.
- CCI Department in the amount of 5,800.
- Cemetery Fund in the amount of 3,900.
- Miracle League Fund in the amount of \$85,700.

SECTION 2: This ordinance being necessary for the financial continuity of the City of Jonesboro is hereby declared to be an emergency and shall take effect from and after its passage.



Legislation Details (With Text)

File #:	RES-16:054	Version:	1	Name:	Execution of a letter of credit for ADEQ
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/29/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		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:	FinanceDept@jonesboro.org 20160429_150245				

Date	Ver.	Action By	Action	Result
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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;

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

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.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal \$23,000.00	Loan Date 04-26-2016	Maturity 04-26-2017	Loan No 2757539938	Call / Coll B5	Account ****	Officer ***	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Corporation: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Incorporation of Jonesboro, Arkansas ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Arkansas. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at PO Box 1845, Jonesboro, AR 72403. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **April 26, 2016**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of Incorporation of Jonesboro, Arkansas:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Harold Perrin	Mayor	Y X	_____
Donna Jackson	City Clerk	Y X	_____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any one (1) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: **Harold Perrin, Mayor of Incorporation of Jonesboro, Arkansas; and Donna Jackson, City Clerk of Incorporation of Jonesboro, Arkansas.** Draws are based upon conditions set forth in Letter of Credit #1471.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated April 26, 2016.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	****	****	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
 PO Box 1845
 Jonesboro, AR 72403

Lender: CENTENNIAL BANK
 Jonesboro Main Branch
 2901 East Highland Drive
 Jonesboro, AR 72401

Principal Amount: \$23,000.00

Date of Agreement: April 26, 2016

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note #2757539938 dated 04/26/2015 in the amount of \$23,000.00.

DESCRIPTION OF COLLATERAL. Unsecured.

DESCRIPTION OF CHANGE IN TERMS. Renewal of #2757539938 LOC # 1471 .

PROMISE TO PAY. Incorporation of Jonesboro, Arkansas ("Borrower") promises to pay to CENTENNIAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-three Thousand & 00/100 Dollars (\$23,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an **interest rate of 5.250%** per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, **Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on April 26, 2017. Unless otherwise agreed or required by applicable law, payments will be applied first to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; then to any accrued unpaid interest; and then to principal.** Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CENTENNIAL BANK, Jonesboro Main Branch, 2901 East Highland Drive, Jonesboro, AR 72401.**

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged **10.000% of the regularly scheduled payment or \$25.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 17.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arkansas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Arkansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Arkansas, in the county in which Borrower's following address is located: PO Box 1845, Jonesboro, AR 72403.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 2757539938

Page 2

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Harold Perrin, Mayor of Incorporation of Jonesboro, Arkansas; and Donna Jackson, City Clerk of Incorporation of Jonesboro, Arkansas. Draws are based upon conditions set forth in Letter of Credit #1471.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

INTEREST RATE GOVERNING LAW PROVISION. This Note shall be governed by and construed in accordance with the laws of the State where the lender is located and the laws of the United States of America. The maximum interest rate applicable to the loan evidenced by this Note shall be governed by the laws of the United States of America, including 12 U.S.C. Section 1831u.

ADDITIONAL WARRANTIES. In further consideration of the modifications set forth herein and in order to induce the Lender to consent to these modifications, the Borrowers hereby represent and warrant that as of this date: (a) Borrowers have no defense to any actions by the Lender based on or arising out of the Promissory Note and/or any subsequent modifications; (b) Borrowers have no claims or causes of actions against the Lender based on or arising out of the Promissory Note and/or any subsequent modifications; and (c) the Lender is not in breach or default of any of the loan documents herein described.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Centennial Bank PO Box 966 Conway, AR 72033.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

LENDER:

CENTENNIAL BANK

X _____
John N. Wooten, Vice President

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL
(Continued)**

Loan No: 2757539938

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CERTIFIED TO AND ATTESTED BY:

X _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

X _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
 PO Box 1845
 Jonesboro, AR 72403

Lender: CENTENNIAL BANK
 Jonesboro Main Branch
 2901 East Highland Drive
 Jonesboro, AR 72401

LOAN NO.: 2757539938

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **April 26, 2016**

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
 Harold Perrin, Mayor of Incorporation of Jonesboro,
 Arkansas

By: _____
 Donna Jackson, City Clerk of Incorporation of
 Jonesboro, Arkansas

Sworn to and subscribed before me this _____ day of _____, 20_____.

X _____
 (Notary Public)

My Commission Expires: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

LOAN TYPE. This is a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$23,000.00 due on April 26, 2017. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

Personal, Family, or Household Purposes or Personal Investment.

Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: 2757539938 - To renew letter of credit with the City of Jonesboro.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$23,000.00 as follows:

Undisbursed Funds:	\$23,000.00
Note Principal:	\$23,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$195.00
\$195.00 Loan Processing Fee	
Total Charges Paid in Cash:	\$195.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 26, 2016.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$23,000.00 due on April 26, 2017. This is a secured renewal loan.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Corporate Resolution: Incorporation of Jonesboro, Arkansas
- BAR CODE FOR CREDIT DOCS - Bar Code Cover Sheet for CREDIT DOCS
- BAR CODE FOR REAL ESTATE - Bar Code Cover Sheet for REAL ESTATE
- Disbursement Request and Authorization
- Errors and Omissions Agreement: Incorporation of Jonesboro, Arkansas
- Change In Terms Agreement
- BAR CODE CS FOR MISC - Bar Code Cover Sheet for MISCELLANEOUS
- BAR CODE FOR NOTE - Bar Code Cover Sheet for NOTE
- BAR CODE FOR LOM - Bar Code Cover Sheet for LOM
- Notice of Final Agreement
- Loan Cover Sheet

Parties. The term "Parties" means CENTENNIAL BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Incorporation of Jonesboro, Arkansas

Each Party who signs below, other than CENTENNIAL BANK, acknowledges, represents, and warrants to CENTENNIAL BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 26, 2016.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

LENDER:

CENTENNIAL BANK

X _____
John N. Wooten, Vice President



Legislation Details (With Text)

File #: RES-16:055 **Version:** 2 **Name:** Safe Routes to Schools Thorn Street Sidewalk Project

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

File created: 5/2/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT. WHEREAS, the City of Jonesboro understands the Transportation Alternative Program is open for applications to apply for Federal-Aid funds for Thorn Street Sidewalk Project for Safe Routes to Schools; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Thorn Street Sidewalk Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$71,000 to construct sidewalks from the School Entrance to the Race Street via Thorn Street and will be responsible for the 20% local match or \$14,200 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If the grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Thorn Street Sidewalk Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #: RES-16:056 **Version:** 1 **Name:** Safe Routes to Schools Rains Street Pedestrian Route Project

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

File created: 5/2/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE. WHEREAS, the City of Jonesboro understands the Transportation Alternative Program is open for applications to apply for Federal-Aid funds for the Rains Street Pedestrian Route Project for Safe Routes to Schools; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Rains Street Pedestrian Route Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$98,140 to construct sidewalks from East Oak Street to School Entrance then from Richmond Avenue to Nettleton Avenue and will be responsible for the 20% local match or \$19,628 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If the grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Rains Street Pedestrian Route Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #: RES-16:057 **Version:** 1 **Name:** Recreational Trails Project for Craighead Forest Park Trail Phase 3 Project

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

File created: 5/3/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

WHEREAS, the City of Jonesboro understands the Recreational Trails Program is open for applications to apply for Federal-Aid funds for Craighead Forest Park Trail Phase 3 Project for adding connectivity for the citizens for recreational use; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Craighead Forest Park Trail Phase 3 Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$450,000 to construct a trail connecting from the existing trail running along Lincoln Drive out to Craighead Forest Road then end at Harrisburg Road and will be responsible for the 20% local match or \$90,000 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If this grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Craighead Forest Park Trail Phase 3 Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #:	RES-16:059	Version:	1	Name:	Submission for grant funding for the ATV Park Trail Project
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/4/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT				
Sponsors:	Grants, Parks & Recreation				
Indexes:	Grant				
Code sections:					
Attachments:	RMTP - ATV Park Trail Map				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT

WHEREAS, the City of Jonesboro understands the Recreational Motorized Trails Program is open for applications to apply for Federal-Aid funds for ATV Park Trail Project for the safety of our citizens utilizing the trail for recreational use; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the ATV Park Trail Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$137,500 to install an additional 6500 ft commercial grade fence with entry and maintenance gates along South Culberhouse Road and Craighead Forest Lake; this cost would include an asphalted parking lot and the City will provide a 20% local match or \$27,500 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If this grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the implementation of the ATV Park Trail Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.

9/2015

N

500' Fence around parking lot

10' Double Gate

10' Double Gate

1,100'

6,500' of 6' Commercial grade chain link fence

10' Double Gate

1,800'

10' Double Gate

600'

10' Double Gate

1500'

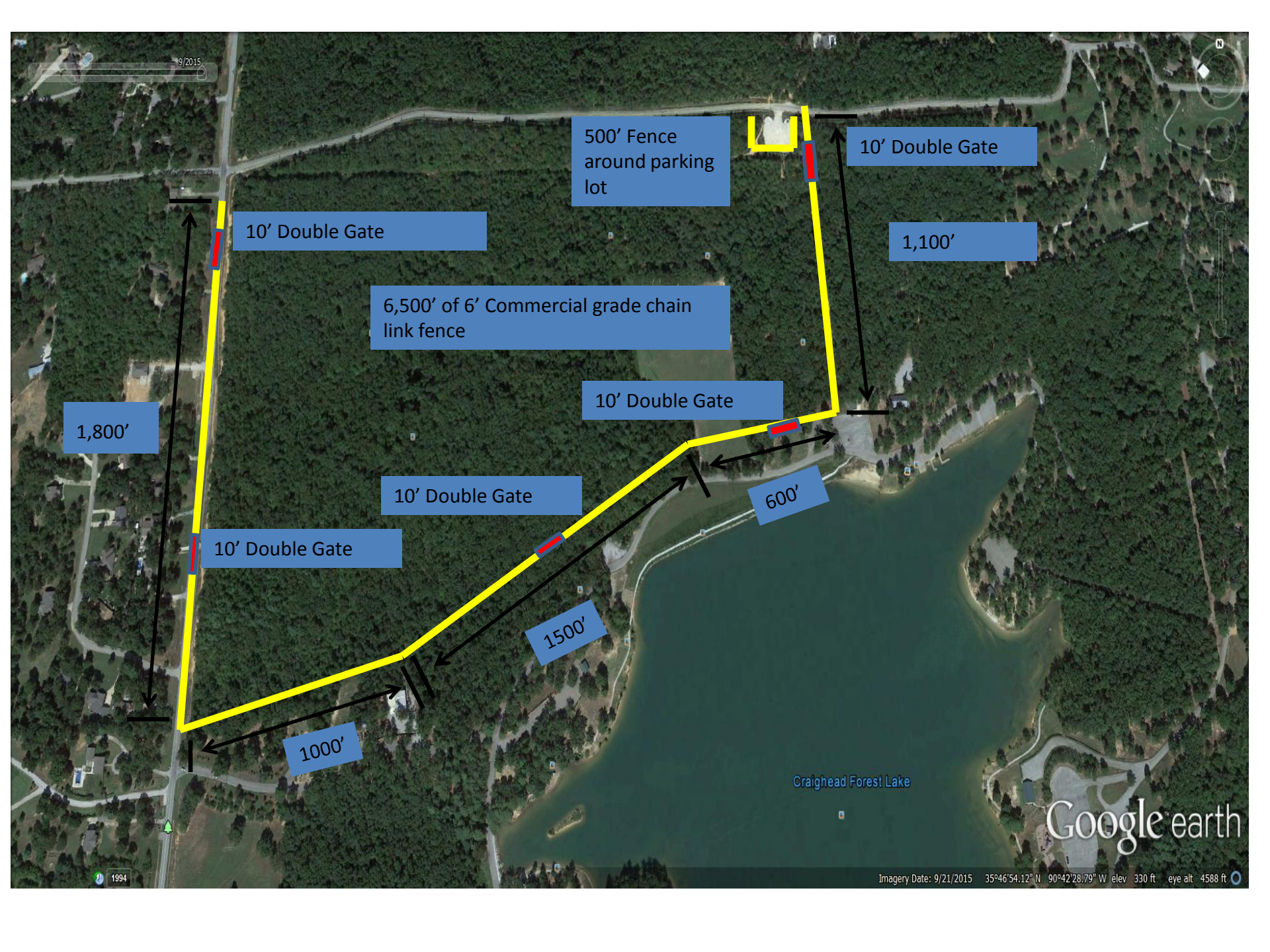
1000'

Craighead Forest Lake

Google earth

1994

Imagery Date: 9/21/2015 35°46'54.12" N 90°42'28.79" W elev 330 ft eye alt 4588 ft





Legislation Details (With Text)

File #:	RES-16:060	Version:	1	Name:	Application for 2016 GIF funding for the Miracle League Park
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/4/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Miracle League GIF 05202016				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)

WHEREAS, the City of Jonesboro, Arkansas recognizes the need to provide public recreation facilities for its citizens and visitors throughout the region; and

WHEREAS, the City wishes to apply for the 2016 General Improvement Funds through the East Arkansas Planning and Development District to request funds to provide a security system and addition funds for shade installation for the Pavilion in the Miracle League Park by offering a safe and secure facility for the citizens and visitors; and

WHEREAS, the Mayor and the City Council understands that if granted funds for the Miracle League Park, they must provide the land ownership for the park; and pay an administrative fee of 4% to the East Arkansas Planning and Development District equaling \$292.41; and

WHEREAS, the Miracle League Project will cost \$7,310.18 and it will be funded at 100% through the State of Arkansas General Improvement Funds.

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

SECTION 1: The Mayor and the City Clerk are hereby authorized to sign and submit the application into the East Arkansas Planning and Development District.



General Improvement Fund Grant

2015-2017 Application

P.O. Box 1403 | Jonesboro AR, 72403 | 870.932.3957 | eapdd.com

General Improvement Fund Grant Application

Purpose:

The purpose of this General Improvement Fund (GIF) Grant Application is to invite the submission of projects for funding provided by the State of Arkansas through the East Arkansas Planning & Development District. Projects should complement Arkansas's Economic and Community Development Goals and Objectives and meet one of the 7 priority strategies identified in East Arkansas Planning & Development District's Regional Plan for Sustainable Development, viewable at www.eapdd.com.

Funding Availability & Applicable Fee.

Applicants with an eligible project may apply for a minimum of \$1,000.00 in GIF Program Funds. In the event that a Grantee receives an award, then that grantee at or before the time the Grantee receives the grant award under the Grant Agreement, Grantee shall remit to EAPDD a fee which shall be calculated by multiplying the grant award given to Grantee times four percent (4%). Grantee acknowledges and agrees that there will be no refund of the fee paid by Grantee under any circumstances.

Eligible Applicants

Incorporated cities and towns and unincorporated communities, 501c3 certified organizations, public school districts, and institutions of higher education are eligible to apply for assistance through the EAPDD GIF Program. Police/Fire/Public Service Departments serving in incorporated areas must apply through the mayor; those serving unincorporated areas must apply through the county judge. The local governing official (county judge or mayor) must affix his/her signature to the Certification Letter and Application Cover Page for the application to be considered complete.

Application Process

Communication concerning this application should be addressed to:

General Improvement Grant Program
East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403

Prior to the award of the contract, contact should be initiated through this individual only. To qualify for consideration, an original completed packet must be received by EAPDD at the above address. Applicants must submit an original application with original signatures. GIF applications from previous fiscal years may not be resubmitted.

Once an award is made, The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then EAPDD shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by EAPDD in its sole discretion.

Award, if any, will be made to the responsible organizations whose projects meets the

requirements of the procurement. EAPDD reserves the right to reject all or any part of a submission or all submissions. An award letter will be issued by EAPDD to the successful organizations. Successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding. Any disputes arising from the selection/rejection of any submission will be resolved solely by the East Arkansas Planning & Development District.

Application Checklist

To facilitate submission evaluation, entities shall organize their application in the following order:

- A. **APPLICATION COVER PAGE (Form Attached)**
Complete and sign the attached form.
- B. **Project Narrative (limit 1 page)**
1. Briefly describe the Applicant Organization
 2. Briefly describe the need and the nature of the applicant project. Describe funding use and indicate whether or not other funding has been committed to the project. Include the source/nature of other committed funding.
 3. Briefly describe how the proposed project will improve the local area and assist with state wide efforts, as outlined by the State of Arkansas Consolidated Plan (viewable at:[http://www.arkansas.gov/adfa/Housing%20Docs%202011/Arkansas%202010%20-%202015%20Consolidated%20Plan%20May%2013,%202010%20Final\[1\].pdf](http://www.arkansas.gov/adfa/Housing%20Docs%202011/Arkansas%202010%20-%202015%20Consolidated%20Plan%20May%2013,%202010%20Final[1].pdf)), and regional efforts, as outlined by the EAPDD Regional Plan for Sustainable Development (viewable at www.eapdd.com/).
 4. Provide Project timeline with expected start and end dates
- C. **CERTIFICATION LETTER (Form Attached)**
Please state the names of the persons who will be authorized to make representations for the applicant agency, their title, address, and telephone number. State that the person signing the letter will be authorized to bind the agency.
- D. **PROJECT BUDGET (Form Attached)**
Include a line item project budget. Include any other funds and their sources in the line item budget separate from the GIF budget. Please utilize the budget form which is attached. Be sure to include publication fees for bids on project budget if the requested grant amount is over \$5,000.
- E. **ATTACHMENTS**
The following items must be attached to the application in order for the application to be considered complete:
- Letter of support from the community's State Senator or Representative
 - Cost Estimate Documentation
 - Include other pertinent documents as needed to complete the project description. Possible documents include:
 - 501c3 status
 - Deed or Proof of Public Ownership
 - Project Location Map

**EAST ARKANSAS PLANNING & DEVELOPMENT DISTRICT
APPLICATION COVER PAGE**

Applicant: _____
 Chief Elected Official/CEO: _____
 Address: _____

 City/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____
 County: _____

Contact Person: _____
 Address: _____

 City/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

Project Summary. In 1-2 sentences briefly describe the proposed project and how funding will be used.

EAPDD Regional Plan for Sustainable Development Targeted Priority Strategies:

Civic & Leadership Development Infrastructure Development Affordable, Quality Housing Healthy Communities
 Education & Workforce Development Tourism & Cultural Development Business Development

Type of Applicant:

City County Non-profit (Attach 501C3 status) School District/Universities

**Police, Fire, and Other Public Service Departments should apply through the City/County.*

Budget:

Amount Requesting \$ _____
 Other Funding (*specified in budget*) \$ _____
 Total Project Budget \$ _____

Legislative District:

State Senator(s) / District(s): _____
 State Representative(s) / District(s): _____

Authorized Representative: The signature indicates that I have been authorized to submit an application requesting funding for the proposed project and to the best of my knowledge and belief, all data contained in this application is true and correct. If the application is approved for funding, I am authorized to sign any applicable documents on behalf of the applicant.

 Type Name

 Title

 Signature

 Date

For INTERNAL USE ONLY

2013 Allocation

2015 Allocation

Regional Priority Goal # _____

Project Budget

Please itemize the cost estimate for the proposed GIF portion of the project. **Please submit estimates/quotes to support project budget.** Do not include in-kind materials, equipment and labor in the GIF budget.

ITEM	PROJECTED COST
TOTAL GIF COST	

OTHER FUNDING SOURCES:

Please specify source and amount, such as in-kind materials, equipment, and labor.

SOURCE	AMOUNT
TOTAL OTHER FUNDING	

**East Arkansas Planning & Development District – GIF
Certification Letter**

Date _____

GIF Grants
c/o East Arkansas Planning & Development District
P.O. Box 1403
Jonesboro, AR 72403

Dear Members of the East Arkansas Planning & Development Board of Directors:

On behalf of the city/community/organization of _____, I am writing to request your assistance in securing a GIF grant under the EAPDD GIF Grant Program. Proceeds from the \$_____ grant, if awarded, will be used for the following project, as outlined in the enclosed application:

-

I, being the Mayor/Judge/CEO of _____, hereby designate myself as the party authorized to bind the agency.

Additionally, I designate _____, the _____ of _____, as the person authorized to make representations for the applicant agency of the grant, if awarded.

If further information is needed concerning this project, please feel free to contact me or the project's primary contact person, _____, at _____.

Thank you for your consideration.

Sincerely,

Title: _____

Organization: _____

Phone Number: _____

East Arkansas Planning & Development District – GIF Guidelines for Grantees

Guidelines for GIF Grants:

- Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
- Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
- Once a Grant Agreement is in place, Grantee will be required to submit a Request for Payment (RFP) and corresponding invoices/receipts for items purchased/services performed to EAPDD for payment. EAPDD will provide an RFP template to be used by the Grantee.
- Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
- Grantees shall provide EAPDD with written quotes on projects between \$10,000 and \$50,000.
- For projects more than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
- Once an RFP is received and processed, EAPDD will either reimburse the Grantee for applicable expenses, or pay the Grantee's vendors directly, based upon the submitted RFP. In either case, EAPDD will provide proof of payment to Grantee.
- Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

Guidelines for Procurement:

- For projects under \$10,000, products and services may be procured without seeking competitive bids or competitive sealed bids. Written quotes or estimates shall be provided to the District by Grantee.
- For projects and services in which purchase price exceeds \$10,000 and is less than or equal to \$50,000, awards shall be provided through the use of competitive bidding procedures.
- For projects exceeding \$50,000, products and services shall be awarded through competitive sealed bidding procedures.
- EAPDD will provide technical assistance in regard to proper procurement procedures for Grantees.

General Improvement Fund Grant Program
Grant Agreement

Grantee: _____

Grant #: 2015-xx-xx

Grant Amount: \$ _____

Purpose:

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

Phone:

1. PURPOSE

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

2. LEGAL AUTHORITY

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

3. FINANCIAL MANGEMENT AND ACCOUNTING

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

4. FEE

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

5. RECORD KEEPING

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

6. REPORTING

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

7. INDEMNIFICATION

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

8. POLITICAL ACTIVITY

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

9. TERMINATION FOR CAUSE

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

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

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

10. RECOVERY OF GRANT FUNDS

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

11. ENFORCEMENT

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

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

12. CONFLICT OF INTEREST

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

incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

13. METHOD OF PAYMENT

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

14. PROCUREMENT PROCEDURES

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

15. MODIFICATIONS

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

16. WAIVERS

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

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

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development
District

City of XXXXXXXX

Melissa Rivers
Executive Director

Mayor XXXXXXXX

Date

Date



Legislation Details (With Text)

File #:	RES-16:061	Version:	1	Name:	Application for 2016 ATCMTD Grant
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/4/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGENT TECHNOLOGY TRAFFIC SYSTEM PROJECT				
Sponsors:	Grants, Engineering				
Indexes:	Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGENT TECHNOLOGY TRAFFIC SYSTEM PROJECT

WHEREAS, the application process is now open and is accepting proposals for the Department of Transportation ATCMTD Grant for 2016; and

WHEREAS, the City of Jonesboro has proposed to implement the Opticom IR Traffic System, including all hardware and battery backups, communication upgrades (fiber optics and ethernet radios) and adaptive traffic flow hardware and software systems for the cities of Jonesboro and Brookland (co-applicant); and

WHEREAS, the Advanced Transportation and Congestion Management Technology Deployment Grant will provide up to 50% of Federal-aid in the overall implementation of the project through the U.S. Department of Transportation and requires a 50% local match (cash and in-kind contributions) from all applicants; and

WHEREAS, the City of Jonesboro is requesting funds for \$2,620,000 in our application to the U.S. Department of Transportation for the contractors, materials, installation, and oversight of said project.

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

Section 1: The Jonesboro City Council supports the submission of the application to the 2016 ATCMTD Grant for the technological traffic improvement to the existing traffic infrastructure for the Jonesboro Urbanized Area.

Section 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized to sign all necessary documents for submission of this said grant application.