

Meeting Agenda

Finance & Administration Council Committee

Tuesday, April 22, 2014		4:00 PI	И	Municipal Center	
1. Call To Order					
2. Roll Call by City Cler	k Donna Jack	<u>(son</u>			
3. Approval of minutes					
<u>MIN-14:031</u>	Minutes for th <u>Attachments:</u>	e Finance Committee me <u>Minutes</u>	eting on March 25, 2014		
4. New Business					
		Ordinances To Be	Introduced		
<u>ORD-14:022</u>	AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY				
	<u>Sponsors:</u> Legislative His	Mayor's Office			
	4/15/14	City Council	Referred to the Finance Council Committee	& Administration	
<u>ORD-14:023</u>	AN ORDINAN	ICE TO AMEND THE 201	14 BUDGET FOR THE CITY OF J	ONESBORO	
	<u>Sponsors:</u>	Finance			
<u>ORD-14:024</u>	AN ORDINAN	ICE TO AMEND THE 201	14 BUDGET FOR THE CITY OF J	ONESBORO	
	<u>Sponsors:</u>	Finance			
		Resolutions To Be	Introduced		
<u>RES-14:037</u>	A RESOLUTIO	ON GRANTING AN EASI	EMENT TO CITY WATER & LIGHT	Т	
	<u>Sponsors:</u>	Mayor's Office			

Attachments: Exhibit A Exhibit B Property Damage - Easement Agreement RES-14:039 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM Sponsors: Grants Attachments: Agreement Completed 2014 Altria NGO Agreement (Part 1 of 3)- City of Jonesboro.docx

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

		300 S. Church Street Jonesboro, AR 72401				
A DOLO - A DUALS	Legislation Details (With Text)					
File #:	MIN-14:031	Version: 1	Name:			
Туре:	Minutes		Status:	To Be Introduced		
File created:	3/26/2014		In control:	Finance & Administration Cou	ncil Committee	
On agenda:			Final action:			
Title:	Minutes for the	e Finance Comm	nittee meeting o	n March 25, 2014		
Sponsors:						
Indexes:						
Code sections:						
Attachments:	Minutes					
Date	Ver. Action By		A	ction	Result	

Minutes for the Finance Committee meeting on March 25, 2014



Meeting Minutes Finance & Administration Council Committee

Tuesda	ay, March 25, 2014	4:00 PM	Municipal Center
<u>1.</u>	Call To Order		
<u>2.</u>	Roll Call by Cit	y Clerk Donna Jackson	
		Present 3 - Ann Williams; John Street and Darrel Dover	
		Absent 1 - Charles Coleman	
<u>3.</u>	Approval of min	nutes	
	MIN-14:018	Minutes for the Finance Committee meeting on February 26, 2014	
		Attachments: Minutes	
		A motion was made by Councilman John Street, seconded by Counc Ann Williams, that this matter be Passed . The motion PASSED with t following vote.	
		Aye: 3 - Ann Williams; John Street and Darrel Dover	
		Absent: 1 - Charles Coleman	
<u>4.</u>	New Business		
		Resolutions To Be Introduced	
	RES-14:016	A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION I THE CITY OF JONESBORO TO ADD TRAFFIC SIGNAL TECHNICIAN I IN THE ENGINEERING DEPARTMENT	-
		<u>Sponsors:</u> Engineering	
		Attachments: Traffic Signal Tech II	
		Chief Financial Officer Ben Barylske explained this is a restructuring that	has taken

place due to moving the traffic crew from the Streets Department to Engineering. This will add one of the employees title. Chairman Dover clarified the employee is already in Engineering. Mr. Barylske answered yes.

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

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	PASSED with the following vote:
	Aye: 3 - Ann Williams; John Street and Darrel Dover
	Absent: 1 - Charles Coleman
RES-14:023	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE CITY OF JONESBORO TO PERFORM DIRT WORK ON ST. BERNARDS PROPERTY.
	<u>Sponsors:</u> Finance
	Mr. Barylske stated this is a project that will be taking place near the Marion Berry Overpass at ASU. The city will move the dirt from one location to another for St. Bernard's in exchange for St. Bernard's putting in a new sign for the city in the downtown area. Mayor Perrin explained the area St. Bernard's will be doing for the city will be a fountain with landscaping, including flowers.
	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 Darrel Dover
	Absent: 1 - Charles Coleman
RES-14:033	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2013 OUTDOOR RECREATION GRANT PROGRAM
	<u>Sponsors:</u> Grants
	Attachments: Grant Agreement.pdf
	Grants Administrator Heather Clements stated this funding is for the Miracle League Project. It was originally going to be used for playground equipment, but they are now using it for field and playground surfacing for the Miracle League field. She also noted they are using private donations and other grants to come up with the matching funds, so there is no cost to the city.
	Chairman Dover asked for an update concerning the Miracle League Project. Mayor Perrin explained the total cost of the project increased from \$2.2 million to \$2.8 million. They have a little over \$300,000 in the bank. They would like to raise about \$600,000 to \$700,000 more. The target date to open the field is September. He and Softball Coordinator Sharon Turman are meeting with companies who have made commitments for donations to the project. A manufacturing firm also has indicated they will donate the equipment needed for the restrooms, such as the sinks. Councilman Street asked if they have sold the naming rights. Mayor Perrin answered no, they have two big areas left but they are talking to some people about that. Chairman Dover questioned if there is a contingency plan in case all of the money isn't raised. Mayor Perrin stated they will open the field in September. But, if all the money isn't raised they will make other adjustments, such as not playing during the night to cut out the cost of the lighting. Or, the video scoreboard may not be there. He

night to cut out the cost of the lighting. Or, the video scoreboard may not be there. He further explained they meet weekly to discuss the project and decide what can be done based on the money that they have. He added he will give an update at the end of May.

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 Darrel Dover
- Absent: 1 Charles Coleman

RES-14:034 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT THE FY 2014 CDBG ACTION PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Sponsors: Grants

Attachments: 2014 Action Plan - 3.18.2014.pdf

Ms. Clements explained they are devoting a lot of money to blight elimination and demolitions. There will be \$137,500 for demolitions and \$70,000 of that will be for asbestos removal and abatement for the Wolverine building. They have only allocated \$50,000 for public services. There were several good applications, but there were so many other needs in the city they had to limit the money they could spend in this area. Only the applications that scored high were awarded funding. Each award had a \$5,000 limit, except for the North Jonesboro Neighborhood Initiative which was awarded \$20,000. They will be doing more work on the sewer extension and are hoping the bid will come in lower than they expect so they can put the extra money towards another project. They will also be doing work at the CWL Park in the West End and homeowner rehabs as well.

Chairman Dover questioned what the federal government is indicating about the project. Ms. Clements stated the latest proposal saw an increase in the budget for CDBG. The Obama Administration is committed to CDBG, but she is unsure of what will happen with the next president since CDBG is an entitlement program.

Councilman Street asked if any money will be spent in North Jonesboro or other areas for sidewalks. Ms. Clements answered no.

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 Darrel Dover

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

Mr. Barylske informed the committee they will be trying out new purchasing cards for the department heads. Right now, the city uses Liberty Bank. But, they will be going with IberiaBank since the bank will pay a percentage of the money back to the city.

7. Public Comments

8. Adjournment

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

Aye: 3 - Ann Williams; John Street and Darrel Dover

Absent: 1 - Charles Coleman



Result

Legislation Details (With Text)

File #:	ORD-14:022	Version:	1	Name:	Amend Ordinance 3221 calling a special election concerning the current sales and use tax
Туре:	Ordinance			Status:	To Be Introduced
File created:	4/10/2014			In control:	Finance & Administration Council Committee
On agenda:				Final action:	
Title: Sponsors:	AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION OF SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY Mayor's Office				QUESTION OF REMOVING THE RESTRICTION ON IT SALES AND USE TAX, FROM CAPITAL DIRECTING IT FOR GENERAL OPERATING
Indexes:					
Code sections:					
Attachments:					

4/15/2014 1 City Council AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN

Action

EMERGENCY

Date

Ver. Action By

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the City) passed on May 15, 2000, Ordinance No. 3221 providing for the levy of one percent (1%) Sales and Use Tax within the City (the Sales and Use Tax); and,

WHEREAS, the Sales and Use Tax levied restricted spending of one half (1/2) of one percent (1%) to capital improvements of a public nature; and,

WHEREAS, the purpose of this Ordinance is to amend Ordinance 3221 and to call a special election on the question of removing the restriction of one half (1/2) of the Sales and Use Tax, and to direct it to be used for general operating purposes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro, Arkansas, that:

SECTION 1. That there be, and there is hereby called, a special election to be held on August 12, 2014, at which election there shall be submitted to the electors of the City the question of the removal of the restriction on spending of the one half (1/2) of one percent (1%) of the current Sales and Use Tax from Capital Improvements of a public nature, and allowing it to be used as a general operating purposes.

SECTION 2. That the question of removing the restriction on the one half (1/2) of one percent (1%) Sales and

File #: ORD-14:022, Version: 1

Use Tax shall be placed on the ballot for election in substantially the following form:

Vote on measure by placing an X in the square opposite the measure either for or against:

FOR removing the restriction requiring one half (1/2) of one percent (1%) of the local Sales and Use Tax for the City of Jonesboro, Arkansas, to be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax to be used for general operation purposes, which may include capital improvements of a public nature.....[]

AGAINST removing the restriction requiring one half (1/2) of the one percent (1%) of the local Sales and Tax Use for the City of Jonesboro, Arkansas, be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax be used for general operation purposes, which may include capital improvements of a public nature......[]

SECTION 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

SECTION 4. A copy of this Ordinance shall be filed with the Craighead County Clerk at least 70 days prior to the date of the special election. A copy of this Ordinance shall be given to the Craighead County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

SECTION 5. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

SECTION 6. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. It is hereby ascertained and declared that there is a great need to establish a stable source of revenue for general purposes that are vital municipal services in order to promote and protect the health, safety and welfare of the City and its inhabitants. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and take effect immediately from and after its passage.



File #:	ORD-14:023	Version:	1	Name:	Amend budget for Police Departme	nt
Туре:	Ordinance			Status:	To Be Introduced	
File created:	4/16/2014			In control:	Finance & Administration Council C	ommittee
On agenda:				Final action:		
Title:	AN ORDINAN	CE TO AME	END	THE 2014 BUD	GET FOR THE CITY OF JONESBORC)
Sponsors:	Finance					
Indexes:	Budget amend	dment				
Code sections:						
Attachments:						
Date	Ver. Action By	,		Ac	lion	Result

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO WHEREAS, Ordinance Number 13:068 adopted the 2014 Budget for the City of Jonesboro, and;

WHEREAS, due to retirement and promotions within the department, the budget needs to be amended to appropriate an additional thirty-two thousand one hundred and forty dollars (\$32,140.00); and

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

SECTION 1: That Ordinance #13:068 is hereby amended to increase the police departments budget by thirty two thousand one hundred forth dollars. (\$32,140.00) Said amount shall come from the General Fund.



File #:	ORD-14:024	Version:	1	Name:	Amend budget for Engineering Dep	partment
Туре:	Ordinance			Status:	To Be Introduced	
File created:	4/16/2014			In control:	Finance & Administration Council C	Committee
On agenda:				Final action:		
Title:	AN ORDINAN	CE TO AME	ND	THE 2014 BUDO	GET FOR THE CITY OF JONESBOR	D
Sponsors:	Finance					
Indexes:	Budget amend	lment				
Code sections:						
Attachments:						
Date	Ver. Action By	,		Ac	lion	Result

AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO WHEREAS, Ordinance Number 13:068 adopted the 2014 Budget ,and;

WHEREAS, Resolution Number 14:016 amended the City Salary and Administration Plan to add a Traffic Signal Technician II position in the Engineering Department; and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Engineering Department, that the 2014 Budget for the City of Jonesboro be amended to add \$2,000.00 to the Engineering budget;

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

SECTION 1: That the 2014 Budget for the City of Jonesboro is hereby amended to add \$2,000.00 to the Engineering budget to reflect the changes made to the City Salary and Administration Plan by Resolution Number 14:016. Funding for the budget change shall come from the Street Fund.



File #:	RES-14:037	Version: 1	Na	ame:	Easement granted to CWL	
Туре:	Resolution		Sta	atus:	To Be Introduced	
File created:	3/31/2014		In	control:	Finance & Administration Council Committee	
On agenda:			Fir	nal action:		
Title:	A RESOLUTIO	ON GRANTIN	G AN E	EASEMENT T	O CITY WATER & LIGHT	
Sponsors:	Mayor's Office					
Indexes:	Easement					
Code sections:						
Attachments:	Exhibit A					
	<u>Exhibit B</u>					
	Property Dama	age - Easeme	nt Agre	ement		
Date	Ver. Action By			Actio	on Result	

A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT

WHEREAS, the City of Jonesboro owns the real property described in Exhibit "A", attached hereto and;

WHEREAS, said property is subject to a lease agreement previously executed with Hytrol Conveyor, and;

WHEREAS, City Water & Light desires to acquired an easement across said property for construction of utility lines and services.

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

Section 1: That the City of Jonesboro shall grant an easement on the property described as Exhibit "A", attached hereto.

Section 2: That the proceeds from said easement shall be paid to Hytrol, pursuant to the terms of a bond issue and lease agreement previously executed.

Section 3: That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate this agreement.

EXHIBIT A

DESCRIPTION OF PROPERTY

DEED RECORD IN RECORD BOOK 225, Page 235

TRACT 1: A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST; THENCE SOUTH 0 DEGREES15 MINUTES EAST ON THE 40 ACRE LINE 64.6 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 18. THE POINT OF BEGINNING PROPER; THENCE SOUTH 0 DEGREES 15 MINUTES EAST 732.4 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES WEST 417.4 FEET: THENCE SOUTH 0 DEGREES 15 MINUTES EAST 417.4 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE J.L.C. AND E. RAILROAD; THENCE SOUTH 87DEGREES 16 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 893.4 FEET; THENCE NORTH 0 DEGREES 15 MINUTES WEST 958.4 FEET; THENCE NORTH 89 DEGREES 02 MINUTES EAST 272.6 FEET; THENCE NORTH 0 DEGREES 18 MINUTES EAST 230.5 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 18; THENCE NORTH 89 DEGREES 02 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE 1035.4 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 29.70 ACRES; SUBJECT TO EASEMENT GRANTED TO CITY WATER & LIGHT PLANT OF JONESBORO FOR UTILITY LINES 10 FEET IN WIDTH ADJACENT TO HIGHWAY NO. 18 ON THE NORTH SIDE OF THIS PROPERTY.

LESS AND EXCEPT THAT PORTION DEEDED TO HYTROL CONVEYOR COMPANY, INC. DATED AUGUST 25TH, 1983 AND RECORDED IN RECORD BOOK 304, PAGE 914, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS.

EXHIBIT B

Description of Right of Way Premises

UTILITY EASEMENT

AN EASEMENT FOR UTILITY PURPOSES, BEING 40 FEET IN WIDTH AND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 0°26'36" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 797.89 FEET TO A POINT; THENCE SOUTH 88°02'08" WEST, A DISTANCE OF 53.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°02'08" WEST, A DISTANCE OF 40.07 FEET TO A POINT; THENCE NORTH 1°19'12" EAST, A DISTANCE OF 365.25 FEET TO A POINT; THENCE NORTH 0°00'21" EAST, A DISTANCE OF 137.69 FEET TO A POINT; THENCE NORTH 89°51'48" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 0°00'21" WEST, A DISTANCE OF 138.25 FEET TO A POINT; THENCE SOUTH 1°19'12" WEST, A DISTANCE OF 363.41 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 20,092 SQ. FT. OR 0.46 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT B

(continued)

Description of Right of Way Premises

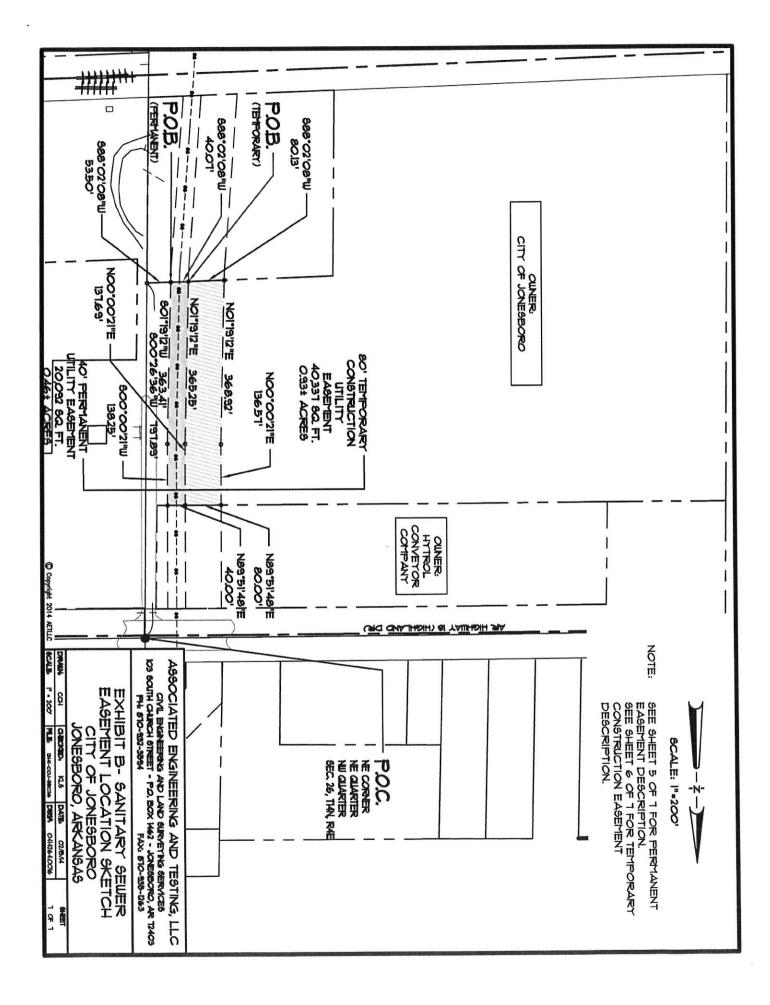
TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING UTILITY LINES, BEING 80.0 FEET IN WIDTH AND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 0°26'36" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 797.89 FEET TO A POINT; THENCE SOUTH 88°02'08" WEST, A DISTANCE OF 93.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°02'08" WEST, A DISTANCE OF 80.13 FEET TO A POINT; THENCE NORTH 1°19'12" EAST, A DISTANCE OF 368.92 FEET TO A POINT; THENCE NORTH 0°00'21" EAST, A DISTANCE OF 136.57 FEET TO A POINT; THENCE NORTH 0°00'21" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 89°51'48" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 0°00'21" WEST, A DISTANCE OF 137.69 FEET TO A POINT; THENCE SOUTH 1°19'12" WEST, A DISTANCE OF 365.25 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 40,337 SQ. FT. OR 0.93 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



 Type of Instrument:
 Property Damage/Easement Agreement

 Grantee(s):
 City Water and Light Plant

 of the City of Jonesboro, Arkansas

 Owner(s):
 THE CITY OF JONESBORO, ARKANSAS

After Recording, Return To: City Water & Light Plant of the City of Jonesboro 400 East Monroe Street Jonesboro, AR 72401

PROPERTY DAMAGE/EASEMENT AGREEMENT

WHEREAS, <u>THE CITY OF JONESBORO, ARKANSAS</u> ("OWNER" whether one or more), whose address is <u>300 SOUTH CHURCH ST., JONESBORO, AR 72401</u>, represents and warrants to GRANTEE that they are the owner of the real PROPERTY described in Exhibit A attached hereto and incorporated herein by reference, located in <u>Craighead</u> County, Arkansas (the "PROPERTY");

WHEREAS, **THE CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO**, **ARKANSAS**, a consolidated municipal utility improvement district, ("GRANTEE") plans to construct utility lines across the PROPERTY;

WHEREAS, GRANTEE shall require a 40'-wide permanent utility easement and an 80'wide construction easement as shown on attached Exhibit B for said utility lines;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the utility lines as well as for the permanent and temporary easements for the utility lines;

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. GRANTEE does hereby agree to pay to OWNER the sum of

\$

and no/100)

Dollars for damages and easements.

2. OWNER acknowledges receipt of payment of the sum described in paragraph 1 above, and acknowledges that GRANTEE has the right, privilege, and authority to enter upon the PROPERTY for the purpose of constructing, operating, maintaining, repairing, inspecting, cleaning, replacing, modifying and removing said utility lines and related facilities including manholes within the easement area as shown on Exhibit B. The GRANTEE shall also have right to clear and keep clear the easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said utility lines and related facilities.

3. As additional consideration for this Agreement, GRANTEE and OWNER also agree to the following terms and conditions:

- a. GRANTEE shall restore the easement premises as shown on Exhibit B to a condition substantially similar to the condition existing prior to construction of the utility lines so that there shall not be any significant permanent mounds, ridges, sinks or trenches resulting from the construction of the utility lines. OWNER agrees that GRANTEE may temporarily mound dirt over the utility line trench to allow for natural settling, and then subsequently perform any finished grading if required within a reasonable period of time after settling.
- b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to growing crops, fences, trees, plowed lands, irrigation installations, parking lots, driveways and other improvements on the PROPERTY, which may arise from the exercise of the GRANTEE'S rights granted herein.
- c. OWNER hereby reserves the right to use said easement premises as shown on Exhibit B in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder provided, however, that OWNER shall not construct, or permit to be constructed, any house, building improvements or obstructions within said easement area, without the express prior consent of the GRANTEE.
- d. GRANTEE shall have the right from time to time to cut trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
- e. The rights herein granted may be assigned in whole or in part and the terms, conditions and provision hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between said parties, and no representations or statement, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed this ______ day of ______, 20_____.

CITY OF JONESBORO, ARKANSAS HAROLD PERRIN, Mayor CITY OF JONESBORO, ARKANSAS DONNA JACKSON, City Clerk

ACKNOWLEDGEMENT

STATE OF	
COUNTY OF	

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, <u>HAROLD PERRIN, Mayor</u>, to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____day of _____, 20____.

Notary Public

ACKNOWLEDGEMENT

STATE OF ______

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, <u>DONNA JACKSON, City Clerk</u>, to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____day of _____,
20

Notary Public



File #:	RES-14:039	Version: 1	Name:	Agreement with Hands on Network for 2014 Altria grant program
Туре:	Resolution		Status:	To Be Introduced
File created:	4/15/2014		In control:	Finance & Administration Council Committee
On agenda:			Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM			
Sponsors:	Grants			
Indexes:	Contract			
Code sections:				
Attachments:	Agreement			
	Completed 2	014 Altria NGO	Agreement (Par	1 of 3)- City of Jonesboro.pdf
Date	Ver. Action By	1	Ad	tion Result

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM Whereas, the City of Jonesboro has been awarded a grant from Altria in the amount of \$10,047.80; and

Whereas, the Hands on Network is the nonprofit partnering agent for Altria; and

Whereas, the funds will be utlized to purchase supplies and materials to clean up, repair, paint, and landscape Parker Park Community Center; and

Whereas, Altria will send 45 volunteers on June 3, 2014 for the "Day of Sharing" project at Parker Park Community Center; and

Whereas, the project is fully funded by private dollars and in-kind labor.

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

Section 1: The City of Jonesboro will enter into agreement with the Hands on Network for the FY 2014 Altria "Day of Sharing" grant program; and

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



2014 Altria Nonprofit Agency Partner Agreement Packet

PART I OF III MEMORANDUM OF UNDERSTANDING

Please return the signed MOU to:<u>AltriaVolunteers@HandsOnNetwork.org</u> or fax to (404) 979-2901



HANDSON NETWORK 2014 ALTRIAMEMORANDUM OF UNDERSTANDING WITH THE CITY OF JONESBORO

March 24, 2014

Background on Altria Partnership:

Altria joined the Points of LightCorporate Service Council in early 2007. Since then, they've partnered with many Government Agency Partners across the country to provide volunteer opportunities for their employees. Sharing with others is one of Altria's core values, and Altria works to foster an environment where their employees can contribute their time, energy and commitment to the communities in which they live, work, and do business. Through "Day(s) of Sharing," Altria provides groups of employees opportunities to volunteer in a one-time, reoccurring, or annual community service project for a 501(c)3 non-profit organization. Altria has partnered with HandsOn Network to activate this vision. Through an ongoing relationship that provides funding to HandsOn Network (HandsOn) and our Government Agency Partners to support Altria's "Day(s) of Sharing" activities.

Terms and Conditions:

This letter serves as a master memorandum of understanding ("MOU") between HandsOn Network and The City of Jonesboro, AR(d.b.a. The City of Jonesboro)(Herein referred to as "*Government Agency Partner*") and indicates Government Agency Partner's general interest in being a party to the overarching Altria partnership. This MOU outlines the terms and conditions that apply to the HandsOn grant(s) to Government Agency Partners for project supply fees associated with Day(s) of Sharing grant application. By signing this MOU, the Government Agency Partner expresses interest in managing Altria projects in their market. This MOU is not an agreement for compensation (or grant agreement.) A complete Day of Sharing grant application must be completed online and approved by Altria in order to receive the Day of Sharing supplies funding provided by Altria.

Roles of the HandsOn Network Government Agency Partner:

The Government Agency Partner will provide full-service project management for Altria's Day of Sharing employee volunteer project(s) in the Action Center's region. Additionally, the Government Agency Partner is responsible for facilitating and coordinating activities and correspondence with Altria. The mission of the nonprofit agency partner for all coordinated projects <u>must fall</u> within one or more of Altria's impact areas, highlighted below:

- Education (Public Urban Middle School, 6th-8th Grade or High School 9th-12th)
- Positive Youth Development
- Environment
- Arts and Culture



2

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The Government Agency Partner will designate a primary point of contact for Altria to serve as anAltria liaison to facilitate the volunteer work. Additionally, the Government Agency Partnerensures that the required documents are received by HandsOn Network Project Manager in a timely fashion.

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The Government Agency Partnerwill offer recommendations for nonprofit community partner agencies and facilitate site visits for Altria team leaders(*when applicable*.)Government Agency Partners willrecommend the types of projects that will provide the greatest value to the community.

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Government Agency Partners will be fully involved in project planning and execution including: Program Management – Creation of Day of Event Schedules, contingency plans, andwork and supply assessment. Although not solely responsible, Government Agency Partners may assist in engaging Altria internal teams and publicizing the event (internally), which may include hosting a brown bag lunch, and discussing roles and responsibilities. Note: it is the responsibility of Altria to recruit volunteers for the event.

Supplies Procurement

The Government Agency Partner along Altria Lead will create a budget for the Day of Sharing project, and the Government Agency Partner will submit the supply budget along with required paperwork online to HandsOn Network within 60 days prior to the project in order to receive funding. Altria must approve all supply funding in advance and payment will be made directly to the Government Agency Partner within two – three weeks of the project.

The Government Agency Partner will**complete and submit the Altria/Altria "Day of Sharing and Grant Approval" grant application online**to the POLProgram Manager for approval by ALCS.

Along with the application, the Government Agency Partnerwill**upload the following documents**into the online form which are required as part of the "Day of Sharing" grant application:

- 1. A letter from the government organization requesting funds written on their letterhead requesting the supply grant
- 2. The tax exempt status IRS determination letter
- 3. Copy of the organization's most recently audited financial statement and/or Form 990 filed with the IRS
- 4. List of the Board of Directors and Officers (City Council for government)

Note: The request for tools, supplies and day of expenses must come directly from the nonprofit community partner on *their* stationary addressed to Altria (attn: your local team leader). Once all of the required documents (mentioned above) are received by the HandsOn Network Program Manager, (s)he will submit the entire grant application to the ALCS Corporate Affairs Department for final approval. **The grant application must be completed by the Government Agency Partner within 60 days of the project date**. The ALCS Corporate AffairsDepartment will review and approve the grant application and the amount to be funded



for the project supplies. Thereafter a check will be processed by Points of Light/HandsOn Network and mailed to the Action Center or nonprofit partner.

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The Government Agency Partners will manage the event-day activities, starting with an orientation, followed by the service activities, and concluding with closing reflection. Additional event day responsibilities include facilitating local community introductions, including local officials.

Evaluation:

Post-event reporting and expense reports are mandatory for Government Agency Partners and should be completed within 7-14 days following the project. Participating Government Agency Partners will acknowledge and confirm Altria's support, in writing and in communications that typically recognize donors (e.g. annual reports, newsletters and websites) and copy the Altria Program Manager at HandsOn Network. Altria requires equal attribution when dealing with recognition.

Role of Altria:

A local Altria team leader (rep) will contact or be contacted by the appropriate Government Agency Partneror the HandsOn/Altria national program manager when they express an interest in developing a project. At that time the Altria team leader will provide the following:

- 1. Proposed project date(s)
- 2. Estimated number of employee volunteers
- 3. Specific project interests or requests (if applicable). Note: The Altria rep may not always be aware of the required areas of focus. However, it is important they the project fall within one of the approved focus areas.

Specifically, in support of this program, Altria will:

- **Provide a local contact person**(s) in each region and/or office to serve as a team leader;
- **Collaborate with the local Government Agency Partner** to determine the nonprofit community partner, project objectives, participate in nonprofit site visits, and confirm project selection;
- The Altria local team leader will **approve the project** or work that is requested to be done. Upon selection and approval of the nonprofit community partner, the Altria Client Services Inc. (ALCS)Corporate Affairs Department will approve the nonprofit community partner to be worked with;
- **Pre-approve Supply Budget** with Government Agency Partner to ensure that all necessary supply costs are accounted for and properly allocated;
- Order lunch and refreshments from a budget to be supplied by the local district;
- **Recruit volunteers**. Altria may invite Government Agency Partners to host brown-bag lunches or other overview sessions about the local program;
- **Report metrics** upon completion of the project to the Altria Program Manager confirming number of volunteers, hours served and tasks completed.

Role of Points of Light & HandsOn Network:

HandsOn will work closely with Altria and our local Government Agency Partner organizations to provide project management support and services for these events that engage Altria volunteers. Responsibilities include:

- Contract development and coordination;
- Distribution of Government Agency Partner funding for supplies and project management;
- Setting an introductory call/meeting with Government Agency Partners and Altria to review expectations, solidify program objectives and establish timelines (if applicable;)
- Conducting a debrief teleconference with Government Agency Partners and Altria post event (if applicable;)
- ProvidingGovernment Agency Partners with overall Altria event goals and expectations, as well as management support as needed to support effective coordination, planning, and implementation;
- ProvidingAltria with aggregated impact and evaluation data across all markets;
- Collaborating with Altria on national press and media elements (if applicable.)

Important Provisions:

- Altria's name or the name of any of its affiliates can NOT be used on materials that are intended to be distributed to or placed among children. Likewise, Altria does not wish to partake in activities that directly involve youth in a one-on-one setting, such as mentoring and tutoring. Projects that take place in a youth or education setting must occur when school is out, or must occur outside apart from children, or must occur with staff of the partnering agency present at all times. Some appropriate projects include:
 - Outside planting or gardening at a school or youth center
 - o Painting at a school or youth center
- Approval must also be given prior to using the Altria company name or logo on any materials to be placed at events (i.e. flyers, banners, t-shirts, etc.). Please contact the HandsOn /Altria account manager to inquire about gaining authorization for such materials.
- If Altria needs to cancel a project, they must notify the HandsOn Action Center in writing at least 10 business days before the project or the HandsOn Action Center will receive the agreed to funding for the project. Written notices may also be provided electronically or via facsimile. If the project is rescheduled within 30 days of the original project date, the HandsOn Action Center will not receive additional funding for project management.
- Some projects may have additional supply expenses and will incur added costs. These costs must be presented and approved by Altria in advance of project.
- Request for sponsorships (i.e. Serve-A-Thon events, special events, etc.) will not be funded.
- HandsOn Action Centers will not receive payment for supplying volunteer options to Altria during an introductory call, only for project development.

Funding Procedures:

As described above, the grant request for tools, supplies and other day of expenses will be submitted <u>online</u>60 days prior to project to the local AltriaProgram Manager at Points of Light/HandsOn Network. Upon approval by Altria, funding for tools and supplies will be disbursed to theGovernment Agency Partner or nonprofit community partner, in *their* name, from Points of Light. This funding will arrive prior to the date of the project.

Post-event Report:

As part of this Agreement, HandsOn must provide Altria with quarterly activity and accomplishment reports. To satisfy this requirement, a signed addendum and Post-event Report and Expense Report will be completed by the Government Agency Partner and submitted in the online portal within 7-14 days upon completion of each project. The Post-event and Expense Report templates are included in the Altria Projects Requirements document in the "Part 3" packet.

Fiscal Management:

The grant funds can be expended only for charitable purposes and are to be used for the purposes stated in this letter. The Government Agency Partner must be able and willing to demonstrate to HandsOn and Altria with satisfaction that no portion of the grant funds have been used for the purposes other than those stipulated above and outlined in this letter agreement. A signed MOU is required for grant disbursement.



Changes to the Project Plan:

TheGovernment Agency Partner is required to alert HandsOn Networkof any significant changes to the Altria activity that could potentially impede success of the project. Such changes would include significant alterations to the Government Agency Partner's program activities, the project plan as approved by Altria and POL, budget, staffing, funding from other sources, or relationships with other organizations in effect at the time of this MOU. Significant changes will be communicated to the HandsOn Network/Altria national Program Manager supporting your project at <u>AltriaVolunteers@HandsOnNetwork.org</u>(Jennifer Nash, Sr. Manager, Affiliate Corporate Engagement).

Termination of Grant:

Points of Light/HandsOn Network reserves the right to terminate this Agreement if, in its discretion, it determines that the Government Agency Partner has made any misrepresentations, has in any way misappropriated grant funds, or has done anything inconsistent with this MOU. The declaration of bankruptcy by your organization automatically terminates the grant.

Grant Period:

The grant period for the programs being supported by this MOU begins effective immediately and runs through December 31, 2014.

Reversion of Grant Funds:

The Government Agency Partner will promptly return unexpended grant funds: if i) HandsOn elects to terminate the grant as outlined above; or ii) if the Government Agency Partner loses its exemption from federal income taxation as provided under Section 501(c)(3); or iii) the project deliverables are not fulfilled.

Income Tax Exemptions:

It is understood that by signing this Agreement, the Government Agency Partner confirms that it is an organization exempt from federal income taxation pursuant the Internal Revenue Code and that there have been no changes in its operations that would jeopardize this classification.

Agreement:

Please indicate your organization's agreement to (1) be included as party to the national Altria partnership, and (2) your agreement to abide by the terms and conditions as outlined herein on any Altria project for which you will receive funding from Points of Light by signing and returning a signed copy of this MOU to HandsOn Network.

Signed MOUs will be submitted via email at AltriaVolunteers@HandsOnNetwork.org or fax to attn:Jennifer Nash at 404.979.2901. Submission of a signed MOU is required for processing of and disbursement of the grant funds outlined in this agreement.

Current Contact Information:

Mayor Harold Perrin	hperrin@jonesboro.org	870.932.1052
Mayor/CEO	email	Tel:
Danny Kapales	<u>dkapales@jonesboro.org</u>	870.933.4604
Project Manager	email	Tel:
600 Means Street NW • Suite 210 • Atlanta Georgia 3	0318 •T 404 979 2900 F 404 979 2901 ● HandsOnNetwork.org	GENERATED BY

600 Means Street NW • Suite 210 • Atlanta Georgia 30318 • T 404 979 2900 F 404 979 2901 • HandsOnNetwork.org

City of Jonesboro, AR	
Name of Organization	
300 S. Church St. PO Box 1845	
Address	
Jonesboro, AR 72403-1845	
City, State, Zip	
Accepted and Agreed To:	
 Mayor/CEO	Date:
Harold Perrin, Mayor	
Printed Name	Attested by City Clerk Donna Jackson
Points of Light Signature	Date:

Printed Name





2014 Altria Nonprofit Agency Partner Agreement Packet

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HANDSON NETWORK 2014 ALTRIAMEMORANDUM OF UNDERSTANDING WITH THE CITY OF JONESBORO

March 24, 2014

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Current Contact Information:

Mayor Harold Perrin	hperrin@jonesboro.org	870.932.1052
Mayor/CEO	email	Tel:
Danny Kapales	<u>dkapales@jonesboro.org</u>	870.933.4604
Project Manager	email	Tel:
600 Means Street NW • Suite 210 • Atlanta Georgia 3	30318 • T 404 979 2900 F 404 979 2901 ● HandsOnNetwork.org	GENERATED BY

600 Means Street NW • Suite 210 • Atlanta Georgia 30318 • T 404 979 2900 F 404 979 2901 • HandsOnNetwork.org

City of Jonesboro, AR	
Name of Organization	
300 S. Church St. PO Box 1845	
Address	
Jonesboro, AR 72403-1845	
City, State, Zip	
Accepted and Agreed To:	
Mayor/CEO	Date:
Harold Perrin, Mayor	
Printed Name	Attested by City Clerk Donna Jackson
Points of Light Signature	Date:

Printed Name

