

900 West Monroe Jonesboro, AR 72401

Meeting Agenda

Finance & Administration Council Committee

Tuesday, January 22, 2013 5:00 PM Huntington Building

1. Call To Order

2. Approval of minutes

MIN-13:002 Minutes for the Finance Committee meeting on January 3, 2013

Attachments: Minutes

3. New Business

Ordinances To Be Introduced

ORD-13:003 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF

JONESBORO TO PURCHASE (3) MACK AUTO DUMP TRUCKS FROM TRISTATE

TRUCK CENTER FOR STREET DEPARTMENT

Sponsors: Finance

Resolutions To Be Introduced

RES-13:001 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT

TO ENTER INTO A GRANT AGREEMENT WITH THE ARKANSAS HUNGER RELIEF

ALLIANCE

Sponsors: Grants

<u>Attachments:</u> Partner Stipend Agreement

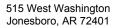
Satellite Partnership Agreement (2)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment





Legislation Details (With Text)

File #: MIN-13:002 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 1/4/2013 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: Minutes for the Finance Committee meeting on January 3, 2013

Sponsors:

Indexes:

Code sections:

Attachments: Minutes

Date Ver. Action By Action Result

title

Minutes for the Finance Committee meeting on January 3, 2013



900 West Monroe Jonesboro, AR 72401

Meeting Minutes - Draft Finance & Administration Council Committee

Thursday, January 3, 2013

6:00 PM

Huntington Building

Call To Order

Mayor Perrin was also in attendance.

Present 5 - Ann Williams; John Street; Darrel Dover; Mikel Fears and Charles Coleman

Approval of minutes

MIN-12:094 Minutes for the Finance Committee meeting on November 27, 2012

> **Minutes** Attachments:

A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

MIN-12:095 Minutes for the special called Finance Committee meeting on December 4, 2012

> **Minutes** Attachments:

A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a

Ave: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

New Business

Ordinances To Be Introduced

ORD-12:066 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE

PURCHASE OF COMPUTER SOFTWARE FOR CODE ENFORCEMENT.

Sponsors: Police Department

Jonesboro, AR ComcateProposal 2012 10 11 Attachments:

Jonesboro AR Sole Source Letter 2012 10 12

Councilman John Street explained that Police Chief Michael Yates asked that this

ordinance be placed on tonight's Council agenda.

A motion was made by Councilman John Street, seconded by Councilman Mikel Fears, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

Election of a chair

Councilman Dover motioned, seconded by Councilman Fears, to nominate Councilwoman Williams as chair of the committee for 2013. All voted aye.

Resolutions To Be Introduced

RES-12:226

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR FILLING THE POSITION OF TRANSPORTATION DIRECTOR IN COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Finance

Councilman Dover asked if this position is for the Metropolitan Planning Organization. Mayor Perrin answered yes. Discussion was then held describing the candidate who has been hired for this position.

Chairman Williams noted this item needs to be placed on tonight's Council agenda.

A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this matter be Recommended to Council. The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

RES-12:227

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH THE ROTARY CLUBS OF JONESBORO

Sponsors: Finance

Attachments: Rotary Contract

Mayor Perrin explained the contract amount needs to be amended due to the Rotary Club giving the City more money. He added the City received \$32,000 instead of \$12,000 from the Rotary Club so the amount in the contract needs to be changed to \$20,750. He also noted this needs to be placed on the next Council agenda.

Councilman Dover, seconded by Councilman Fears, to amend the contract amount to \$20,750. All voted aye.

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

RES-12:228

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES.

Sponsors: Finance

Attachments: NAIDC 2013 contract

Mayor Perrin stated this is an annual contract and the amount is the same as last year's amount. He noted the money goes to NAIDC for economic development along with a loan payment to CWL for property the City had purchased in the Industrial Park. He noted this resolution can wait till the next Council agenda.

A motion was made by Councilman John Street, seconded by Councilman Mikel Fears, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

RES-12:232

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE GRANICUS SERVICES AGREEMENT KNOWN AS THE GRANICUS GOVERNMENT TRANSPARENCY SUITE, BETWEEN GRANICUS, INC. AND THE CITY OF JONESBORO, ARKANSAS

Sponsors: City Clerk

<u>Attachments:</u> <u>Jonesboro 12.18 amendment</u>

Jonesboro OP GT only 12.18 extension

Mayor Perrin explained this will allow the City Clerk's Office to stream Council meetings. He added the funds for this is in the budget. He noted this does not need to be placed on tonight's Council agenda.

A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

RES-12:234

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, TO ENTER INTO CONTRACT WITH BRENDA SHARP FOR ACCOUNT PAYABLE TRAINING FOR THE FINANCE DEPARTMENT

<u>Sponsors:</u> Finance

Attachments: Brenda Sharp contract

Chairwoman Williams asked if this needs to be placed on tonight's Council agenda. Mayor Perrin answered yes.

Councilman Fears asked why the City did not have someone come in and train before now since they knew Mrs. Sharp was going to leave for awhile. Chief Financial Officer Ben Barylske answered because they did not know that Mrs. Sharp was going to retire until September, which then would require that last year's budget be amended.

Councilman Fears asked how long it should take to train someone. Mr. Barylske answered he budgeted for 400 hours and the person he hired will start on Monday.

Mayor Perrin stated Mrs. Sharp does not have to stay the whole 400 hours.

Councilman Fears then inquired if the City thinks the new hire will be able to be

trained within the 400 hours. Mr. Barylske answered yes, but if not he will work it out with Mrs. Teresa Shaver.

Councilman Fears questioned if this needs to be placed on tonight's Council agenda. Mayor Perrin answered yes, because Mrs. Sharp is currently working in the Finance Department.

A motion was made by Councilman Mikel Fears, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman

4. Pending Items

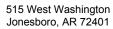
5. Other Business

6. Public Comments

7. Adjournment

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Ave: 4 - John Street; Darrel Dover; Mikel Fears and Charles Coleman





Legislation Details (With Text)

File #: ORD-13:003 Version: 1 Name: Waive bidding to purchase dump trucks from

Tristate Truck Center

Type: Ordinance Status: To Be Introduced

File created: 1/14/2013 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO

TO PURCHASE (3) MACK AUTO DUMP TRUCKS FROM TRISTATE TRUCK CENTER FOR

STREET DEPARTMENT

Sponsors: Finance

Indexes: Property purchase - personal, Waive competitive bidding

Code sections:

Attachments:

Date Ver. Action By Action	Result
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Title

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO PURCHASE (3) MACK AUTO DUMP TRUCKS FROM TRISTATE TRUCK CENTER FOR STREET DEPARTMENT

Body

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

WHEREAS, THE CITY OF JONESBORO STREET DEPARTMENT NEEDS TO PURCHASE (3) NEW DUMP TRUCKS TO UPGRADE THEIR STREET DEPARTMENT. SAID TRUCKS CAN BE OBTAINED FROM TRISTATE TRUCK CENTER, JONESBORO, ARKANSAS FOR A TOTAL OF \$414,447.00.

2014 Mack GU713 14 YD Auto Dump New; Price \$138,149.00

2014 Mack GU713 14YD Auto Dump New; Price \$138,149.00

2014 Mack GU713 14YD Auto Dump New; Price \$138,149.00

WHEREAS, THE FOLLOWING TRUCKS WILL BE TRADED IN:

2007 Mack CV713 w/Wet Kit Dump Body VIN #M059235 Price \$80,250.00

2007 Mack CTP713 w/Wet Kit Dump Body VIN #M002889 Price \$80,250.00

2007 Mack CTP713 w/Wet Kit Dump Body VIN # M002898 Price \$80,250.00

For a total of \$240,750

1994 Mack CH613 w/Wet Kit Dump Body Vin #W041490 Price \$12,000.00

1994 Mack CH613 w/Wet Kit Dump Body Vin #W041494 Price \$12,000.00

1994 Mack CH613 w/Wet Kit Dump Body Vin #W041492 Price \$12,000.00

For a total of \$36,000.00

File #: ORD-13:003, Version: 1

Total Trade In \$276.750.00

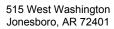
WITH TRADE IN AMOUNT OF \$276,750.00 LEAVING A NET DIFFERENCE OF \$137,697.00.

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

SECTION 1: THAT THE CITY COUNCIL IN ACCORD WITH THE TERMS OF A.C.A. SECTION 14-58-302 HEREBY WAIVES THE REQUIREMENT OF COMPETITIVE BIDDING AND DIRECTS THE PURCHASING OFFICER TO PURCHASE THE ABOVE DESCRIBED TRUCKS FOR THE PRICE SET FORTH ABOVE due to a need to acquire the new equipment and Tristate Truck Center being the sole source vendor willing to offer a trade in option on the city's current equipment.

SECTION 2. THAT MAYOR HAROLD PERRIN AND CITY CLERK DONNA JACKSON ARE HEREBY AUTHORIZED TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO EFFECTUATE THIS AGREEMENT.

SECTION 3: IT IS FURTHER FOUND THAT DUE TO THE IMMEDIATE NEED TO ACQUIRE THIS EQUIPMENT AND MAINTAIN THE LEVEL OF SERVICES AN EMERGENCY IS DECLARED TO EXIST AND THIS ORDINANCE BEING NECESSARY FOR THE PRESERVATION OF THE PUBLIC PEACE, HEALTH, AND SAFETY SHALL TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL.





Legislation Details (With Text)

File #: RES-13:001 Version: 1 Name: Grant agreement with the Arkansas Hunger Relief

Alliance

Type: Resolution Status: To Be Introduced

File created: 1/7/2013 In control: Finance & Administration Council Committee

On agenda: Final action:

Title: RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT TO ENTER

INTO A GRANT AGREEMENT WITH THE ARKANSAS HUNGER RELIEF ALLIANCE

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments: Partner Stipend Agreement

Satellite Partnership Agreement (2)

Date Ver. Action By Action Result

Title

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS DEPARTMENT TO ENTER INTO A GRANT AGREEMENT WITH THE ARKANSAS HUNGER RELIEF ALLIANCE Body

Whereas, the City of Jonesboro has received a private grant from the Arkansas Hunger Relief Alliance in the amount of \$1,100, and

Whereas, the City of Jonesboro will be serving as a satellite partner for the "Share our Strengths Cooking Matters" program, and

Whereas, the total amount of said program will cost \$3,200, and the remaining balance is allocated in the CDBG FY 2013 Action Plan, and

Whereas, the program will be of no cost to the City of Jonesboro, and

Whereas, the program is a core strategy of the North Jonesboro Neighborhood Initiative, "Healthy Futures."

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

Section 1: The City of Jonesboro Grants Department will enter into a grant agreement with the Arkansas Hunger Relief Alliance to serve as a satellite partner for the "Share our Strengths Cooking Matters" program, and

Section 2: The City of Jonesboro will receive \$1,100 from the Arkansas Hunger Relief Alliance for said program, and

Section 3: The Grants Department will designate said amount in the Grants Administration Budget, and will maintain all financial records attached to said line item, and

File #: RES-13:001, Version: 1

Section 4: The Mayor and City Clerk are hereby authorized to issue all documents necessary to effectuate said agreement.





Share Our Strength's Cooking Matters® Arkansas Hunger Relief Alliance Acceptance of Requirements Cooking Matters Course Stipend

Please initial each statement on the line provided and return to Arkansas Hunger Relief Alliance.

As a stipend recipient, of	n benair of my organization, I agree to:	
Implement 3 Coc of 45 Cooking Ma	oking Matters courses by June 31, 2013 that reach a minimum atters graduates.	l
Implement the coonly.	urses with low income children, teens, adults, and/or families	
Offer the courses	without compensation from participants.	
Matters program	to support the implementation and/or growth of the Cooking only (i.e. food purchases, equipment costs, childcare expense penses, coordinator expenses, etc.).	:S
Use these funds b	oy June 31, 2013.	

Please submit a written request in advance if you wish to change the purpose of the stipend or if funds are not expected to be expended within this time frame. By cashing the stipend check, you agree to abide by the guidelines and conditions set forth in this document and the Satellite Partner Agreement.

Please read the following statement and sign below.

On behalf of my organization, I agree to comply w document and the Satellite Partner Agreement.	ith the require	ements set forth in this
Printed Name of Agency Director or Authorized Re	- epresentative	
Signature of Agency Director or Authorized Repre	- sentative	Date
Name of Partner Agency		
Agency Mailing Address		
Federal Tax ID	-	
Name on Check	-	

Office Use Only

\$___1100____
Stipend Amount

Check Number





COOKING MATTERS SATELLITE PARTNERSHIP AGREEMENT

This **AGREEMENT** (the "Agreement") is by and between the Arkansas Hunger Relief Alliance ("Cooking Matters Lead Partner") and the City of Jonesboro, Arkansas ("Satellite Partner").

This Agreement authorizes Satellite Partner to run Share Our Strength's Cooking Matters program (the "Program") in the Northeast Arkansas region for the period January 2013 to June 2013.

Satellite Partner agrees to run the Program, which is defined in the Share Our Strength Satellite Partner Implementation Guidelines (the "Guidelines") under the below terms and conditions.

DEFINITION OF SUCCESS

The Satellite Partner and the Cooking Matters Lead Partner affirm that they will strive to meet Cooking Matters' standards of success.

- Courses serve participants from low-income households.
- Each course has between 10-15 regularly attending participants who have not previously taken the same Cooking Matters course
- 85% of participants who start a course graduate; participants must attend at least four out of six classes to be considered graduates.
- Both Cooking Matters and the Satellite Partner fulfill their respective roles and responsibilities as outlined in this document

ROLES AND RESPONSIBILITIES

Cooking Matters Lead Partner Responsibilities:

- 1. Provide curricula and other program materials necessary to run the Program (as described in the Guidelines).
- 2. Provide Cooking Matters paperwork including attendance sheets, participant evaluations, and participation waivers.
- 3. Communicate with Satellite Partner in a timely and collaborative manner on coordination and implementation of the Program.

- 4. Provide training and technical assistance needed to run and expand Program:
 - a. Provide in-person or remote training for Satellite Partner staff and volunteers including all training materials.
 - b. Be available by phone and email to respond to specific needs and concerns and address them as able.
 - c. Provide site visits as needed.
 - d. Assist with the identification of appropriate course sites for the Program.
- 5. Support the recruitment, training and retention of culinary and nutrition professionals as volunteer course instructors.
- 6. Support Satellite Partner in developing and maintaining relationships within the culinary and nutrition community in area to support volunteer and programmatic goals.
- 7. Serve as a liaison with Share Our Strength's national Cooking Matters team for materials, trainings, evaluation results, questions, and general concerns.
- 8. Submit Share Our Strength, Cooking Matters Partner, and Satellite Partner information to media covering the Program.
- 9. Pay for program costs as agreed upon with the Satellite Partner. See Addendum for specifics.

Satellite Partner Responsibilities:

- 1. Provide 3 Cooking Matters courses or 45 course graduates (courses as defined in the attached Guidelines).
- 2. Designate at least one employee to manage the Program and serve as the contact person with Cooking Matters staff. The person is Emma Agnew, Coordinator of the North Jonesboro Neighborhood Initiative.
- 3. Communicate with Cooking Matters Lead Partner in a timely and collaborative manner for coordination and implementation of the Program.
- 4. Take primary responsibility for recruiting and retaining a sufficient number of volunteer chefs, nutritionists, and classroom assistants to staff all courses.
- 5. Participate fully in the evaluation of Cooking Matters by completing paperwork as requested and administering participant surveys as directed.
- 6. Ensure program materials are used properly and submit inventory three times per year as requested.
- 7. Develop and maintain relationships within the culinary and nutrition community in your area to support volunteer and programmatic goals.
- 8. Provide Cooking Matters Lead Partner with photographs, quotes or stories from participants or volunteers who have been involved in the program.
- 9. Fully represent Cooking Matters Lead Partner in all communications and to all media covering the Program, and share any media covering the Program with Cooking Matters Lead Partner.
- 10. Pay for program costs as agreed upon with the Cooking Matters Partner.

Cooking Matters is a national program wholly owned by Share Our Strength. Satellite Partner agrees to describe the Program as a program of Share Our Strength and Cooking Matters Lead Partner on all program and promotional materials, including but not limited to newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases.

SPONSORSHIP

The ConAgra Foods Foundation is the *sole national sponsor* of Share Our Strength's Cooking Matters. All materials produced by Share Our Strength will recognize the ConAgra Foods Foundation's sponsorship. No other sponsor may be integrated into the Cooking Matters logo.

To the extent that Satellite obtains any local sponsor, they shall notify Cooking Matters Partner and Share Our Strength in writing. Local sponsors must be clearly defined as such in all program and promotional materials. Local sponsorship recognition plans need to be submitted to Share Our Strength for approval; Share Our Strength will respond within 5 business days.

LICENSE OF INTELLECTUAL PROPERTY

Share Our Strength owns the copyright for all Cooking Matters curricula and printed materials. All rights in and to such materials shall be held solely by Share Our Strength.

In accordance with a separate Program Agreement with the Cooking Matters Lead Partner, Share Our Strength hereby grants to Satellite Partner a non-exclusive, non-transferable, non-sublicensable, revocable license to use the following Share Our Strength name, logo, and other trademarks, trade names, and service marks: SHARE OUR STRENGTH[®], U.S. Reg. No. 1,894,313, COOKING MATTERS[™], SHARE OUR STRENGTH and apple core designSM, U.S. Reg. No. 3522092, and COOKING MATTERS, U.S. Serial No. 85148570, and SHOPPING MATTERS, U.S. Serial No. 85160043 (collectively, the "Share Our Strength Marks"), in connection with Cooking Matters and in accordance with this Agreement. Satellite Partner hereby authorizes Share Our Strength to use Satellite Partner name, logo, and trademark in connection with Cooking Matters and in accordance with this Agreement.

TERMINATION

This Agreement shall terminate on June 30, 2013 unless earlier terminated by the Cooking Matters Partner, Satellite Partner, or Share Our Strength only as provided in this Agreement. The Cooking Matters Partner may terminate this Agreement for any material breach of this Agreement by Satellite Partner, provided that Cooking Matters partner gives Satellite Partner written notice of such breach and an opportunity to cure the breach within sixty (60) days of receipt of such notice. Satellite Partner may also terminate this Agreement upon sixty (60) days written notice. Satellite Partner will return any unused program materials to Cooking Matters partner within fifteen (15) days of the termination of this Agreement.

INDEMNIFICATION, REPRESENTATIONS, AND WARRANTIES

Satellite Partner shall indemnify and hold harmless Cooking Matters Partner, Share Our Strength, and any sponsors of the Program from all claims, liability, damages and expenses with respect to any third party claims relating to Satellite Partner's performance of and actions in connection with the Program.

Each party represents and warrants to the other (A) that is has the authority to enter into this Agreement and perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations, (B) that this Agreement constitutes a valid, binding and enforceable obligation, and (C) that is under no disability, restriction or prohibition affecting its ability to execute this Agreement and to perform its obligations hereunder.

This Agreement can be amended by either party with 60 days notification.

Ashley Wright	Mayor Harold Perrin	
Director, Cooking Matters	City of Jonesboro, Arkansas	
Arkansas Hunger Relief Alliance	Attested by:	
	Donna Jackson	
	City Clerk	
Date	Date	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first above written.