



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, March 30, 2021

4:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk April Leggett

### 3. Approval of minutes

[MIN-21:020](#) Minutes for the Finance Committee meeting on March 9, 2021

**Attachments:** [Minutes](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-21:049](#) A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 3702 MOORE ROAD

**Sponsors:** Mayor's Office

[RES-21:050](#) A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 920 AGGIE ROAD

**Sponsors:** Mayor's Office

[RES-21:051](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO REVISE THE LIST OF APPROVED JOB TITLES

**Sponsors:** Police Department and Human Resources

**Attachments:** [Video Analyst](#)

[RES-21:053](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPROVE AN ASSESSMENT BY ARKANSAS PUBLIC ENTITY RISK MANAGEMENT ASSOCIATION (APERMA)

**Sponsors:** Finance, Mayor's Office and City Attorney's Office

**Attachments:** [APERMA Assessment Worksheet](#)  
[Release of All Claims--JONESBORO](#)

[RES-21:054](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH

ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT  
THE JOE MACK CAMPBELL SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Joe Mack Campbell Park Arkansas State University 3 3 2021.docx1 \(002\) si](#)

**RES-21:056**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO  
PARTNER WITH POST FOODS FOR THE RAILROAD TRACK IMPROVEMENTS IN  
THE CRAIGHEAD TECHNOLOGY PARK

**Sponsors:** Engineering

**Attachments:** [03.30.2021 Post Foods -- Exhibit A](#)  
[03.30.2021 Post Foods --Partnering Agreement](#)

**RES-21:057**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,  
TO AMEND THE 2021 BUDGET TO ADD THREE ADDITIONAL FIREFIGHTER  
POSITIONS

**Sponsors:** Fire Department and Human Resources

**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)

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**File #:** MIN-21:020    **Version:** 1    **Name:** Minutes for the Finance Committee meeting on March 9, 2021  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 3/10/2021    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on March 9, 2021  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on March 9, 2021



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, March 9, 2021

4:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk

*Mayor Harold Copenhaver in attendance*

**Present** 5 - Ann Williams; John Street; LJ Bryant; Joe Hafner and Brian Emison

**Absent** 2 - Charles Coleman and David McClain

### 3. Approval of minutes

[MIN-21:017](#)

Minutes for the Finance Committee meeting on February 23, 2021

**Attachments:** [Minutes](#)

**A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-21:041](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE A CONTRIBUTION TOWARD THE PURCHASE OF A NEW JONESBORO FIRE DEPARTMENT LADDER TRUCK

*Councilmember John Street said to City Clerk April Leggett, I ask that I be recused from discussion or vote on this due to the conflict of my position on the CWL Board.*

*Chairman Joe Hafner said, I believe this is already in the budget. Is that correct Steve? Finance Director Steve Purtee said, yes.*

*Patti Lack, 4108 Forrest Hill Road, said, I didn't know what the amount of this was but I wanted to say thank you to CWL, but the only concern I think that a lot of people*



*have is that this is really generous of CWL to do. I know they give a lot to our city. I don't know if there is a time that we just say hey thank you this time but we'll pass. You know sometimes when we take and take from someone, I mean if they are willing to give that's one thing, but sometimes it's nice to say thank you very much for this offer and we can do it. I hope one of these days we can do that when we have enough money. Chairman Hafner said, thank you.*

*Chairman Hafner said, and obviously, this will not be on the consent agenda for Council.*

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

**Aye:** 3 - Ann Williams;LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

**Recused:** 1 - John Street

[RES-21:042](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

**Attachments:**     [03.09.2021Justice Complex Lease Agreement 2021](#)  
                                 [03.09.2021 Justice Complex Lease Addendum](#)

*Chairman Joe Hafner said, this is a renewal of a current agreement. City Attorney Carol Duncan said, it is the same agreement as last year well last time, it's just time for it to renew.*

*Patti Lack, 4108 Forrest Hill Road said, so this is a renewal that we have? So, we have been renting this space for how many years now? Ms. Duncan said, I have been in that building 20 years. So, we have been renting it to them for more than 20 years. I don't know how long, but more then 20 years. Chairman Hafner said, this is for the space where court is held. Ms. Duncan said, this is the space where court is held for traffic tickets. Ms. Lack asked, so the city pays for that space? Chairman Hafner said, no, the county rents it from the city. Ms. Lack asked, so, the city owns the building? Chairman Hafner and Ms. Duncan said, yes. Ms. Lack asked, so, if the city owns the building why are we leasing this space? Ms. Duncan said, because there is a courtroom there that they need to use for District Court. For more than 20 years, it has been that way. City Clerk April Leggett said, I know I worked there back in 1997, so it's even longer than that. Ms. Lack asked, ok, so the city owns the building and we are going to rent the courtroom space from the county? Ms. Duncan said, the city leases the space to the county. Ms. Lack asked, to the county and we have done that for how many years now? Ms. Duncan said, it has been since before 1997. So, 27 years and city court is held in that courtroom, all city traffic tickets, city theft cases, and all of those things that we prosecute for are held in that courtroom. Ms. Lack said, ok, I guess my question is or my concern is, I have never seen this. I know it's been 4 years and I have never seen this renewal. So, it's coming up every 3 years? So, this is a contract that we do every 3 years? Ms. Duncan said, yes. Ms. Lack asked, and has that price gone up? Ms. Duncan responded, it didn't go up this time, it went up last time. Three years ago it went up, but this time it is staying the same. Ms. Lack said, ok, thank you.*

*Mayor Harold Copenhaver said, Ms. Lack, I just wanted to add, it states all of that in*

*the lease agreement. It is on the back of that. So, that will give you the definitions of the lessees, lease, and everything else that goes along with that, ok. Ms. Lack said, thank you.*

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:043](#)

RESOLUTION OF THE CITY COUNCIL 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).

*Chairman Joe Hafner said, I guess this is just like the final step in the process that was started last year, right? I mean that is when Camfil came in front of the Council and we authorized their participation. Is that correct Steve Purtee? Finance Director Steve Purtee said, that is correct.*

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:044](#)

A RESOLUTION TO AMEND THE 2021 BUDGET TO INCLUDE GRANT FUNDING FROM THE DELTA REGIONAL AUTHORITY TO EXPAND RAIL INFRASTRUCTURE

*Chairman Joe Hafner said, I believe this is related to the next one when Senator Crawford came down and we had the big thing at the Rotary Centennial Plaza.*

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:045](#)

RESOLUTION TO AMEND THE 2021 BUDGET TO INCLUDE GRANT FUNDING FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF COMMERCE TO EXPAND RAIL INFRASTRUCTURE

*Councilmember John Street said, I'll just say, based on all of these, we are very blessed to get this. It is a big plus to our economic development and the development of the Industrial Park. Chairman Joe Hafner said, I know that Regina put in a lot of hours into this. Councilmember Street said, It's been a very corporative effort from state and local officials, federal officials. And, our grant writers are awesome.*

*Mayor Harold Copenhaver said, I would just like to add to what Councilmember Street said. As I continue to have conversations with our industry leaders, they are very aware of what we are doing for them and the cooperation and what that does is that leads two-fold. Then they come back and redevelop into our community as well so this is very important. You know they're giving back to the community as well. So, it's*

*critical what this infrastructure is doing. There is no match so that says a lot for the hard work of what the Grants Department has done.*

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:046](#)

A RESOLUTION TO AMEND THE 2021 BUDGET TO INCLUDE GRANT FUNDING FROM THE FEDERAL RAILROAD ADMINISTRATION TO EXPAND RAIL INFRASTRUCTURE

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:047](#)

A RESOLUTION TO AMEND THE 2021 BUDGET TO INCLUDE GRANT FUNDING FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR MODIFICATION TO THE CITY OF JONESBORO RAIL CROSSING

*Councilmember John Street said, the stars aligned on us for all the money we have been able to get on that project. That's really, I can't say enough, been a blessing. Chairman Joe Hafner said, this is actually for the Eastern Bypass. Councilmember Street said, yes, but I mean everything connected out there. I mean everything just seemed to line up. I think it exceeded anything we had every hoped for when we started that.*

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

**Aye:** 4 - Ann Williams; John Street; LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

[RES-21:048](#)

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 ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY (DEQ)

**Attachments:** [DEQ Letter of Credit Expiring 4-7-2021](#)

*Councilmember John Street said, this is just an annual document we do every year. It's just one of those things, it's just kind of housekeeping, but thank God that old landfill is closed. Maybe one of these days we will be totally out of it. Chairman Joe Hafner said, basically when you have a landfill; obviously you don't just close it and you're done with it. You have to have money set aside to annually maintain things like gas, monitoring and stuff like that. That is why it is called closure and post-closure, to make sure it's closed and maintained properly after you close it. A letter of credit is better than having a bunch of money just sitting in an account not touched. Would you say that Councilmember Emison? Councilmember Brian Emison said, I do concur, yes sir. It's always better especially earning interest out there.*

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

**Aye:** 4 - Ann Williams;John Street;LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

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

**Aye:** 4 - Ann Williams;John Street;LJ Bryant and Brian Emison

**Absent:** 2 - Charles Coleman and David McClain



## Legislation Details (With Text)

<b>File #:</b>	RES-21:049	<b>Version:</b>	1	<b>Name:</b>	REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 3702 MOORE ROAD
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/10/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 3702 MOORE ROAD				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Utility service from CWL				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 3702 MOORE ROAD

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following locations and at any additional locations at this address:

“A” - Maintenance Building

“B” - Shooting Range

“C” - Clubhouse

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

Section 1: That City Water and Light is requested by this resolution to provide free utilities to the locations listed above and additional locations at this address.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



## Legislation Details (With Text)

<b>File #:</b>	RES-21:050	<b>Version:</b>	1	<b>Name:</b>	REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 920 AGGIE ROAD
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/10/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 920 AGGIE ROAD				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Utility service from CWL				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY LOCATED AT 920 AGGIE ROAD

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following locations and at any additional locations at this address:

“A” - House  
“B” - House  
“C” - House  
“D” - House  
“E” - House  
“F” - House  
“G” - House  
“H” - House  
“J” - House  
”K” - Community Center

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

Section 1: That City Water and Light is requested by this resolution to provide free utilities to the locations listed above and any additional locations at this address.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



## Legislation Details (With Text)

<b>File #:</b>	RES-21:051	<b>Version:</b>	1	<b>Name:</b>	AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO REVISE THE LIST OF APPROVED JOB TITLES
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/10/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO REVISE THE LIST OF APPROVED JOB TITLES				
<b>Sponsors:</b>	Police Department, Human Resources				
<b>Indexes:</b>	Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Video Analyst</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO REVISE THE LIST OF APPROVED JOB TITLES

WHEREAS, RES-16:143 adopted the City Salary & Administration Plan and list of job titles;

and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing of competent personnel in the Police Department, to revise the Salary and Administration Plan's list of job titles and add the following job title to the Police Department;

The position of Video Analyst, Grade 112, be added to the Salary and Administration Plan list of approved job titles.

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

SECTION 1: The City Salary & Administration Plan is amended to revise the above referenced positions as shown.

# **Video Analyst**

## **Job Description**

**Job Code:** SS - Yes

**Exempt:** No

**Department:** Police

**Reports to** Administrative Captain

**Location:** Police

## **GENERAL DESCRIPTION OF POSITION**

This safety sensitive position (SS) is responsible for tracking and cataloging video related to police reports from a number of sources (body camera, in-car, and other police department videos). Researches and retrieves information and provides copied video pursuant to police department needs, court purposes or FOIA requests. Provides technical assistance, instruction, and training of department staff concerning the operation and use of video equipment and materials. Follows established guidelines to ensure data is handled to evidentiary standards and retention schedule is followed.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Gather video data and evidence as required for case files, department use or FOIA requests. This duty is performed daily.
2. Redact video as required before release to comply with state and federal law. This duty is performed daily.
3. Work with officers or other department employees as needed to assist in creating videos and other productions for use in criminal investigations, information releases or web publication. This duty is performed as needed.
4. Stay up-to-date with changes in all video redaction and codec changes to ensure capability of retrieving video data. This duty is performed daily.
6. Train co-workers to retrieve video evidence through a variety of platforms. This duty is performed as needed.
7. Take Photos of projects/events in the City. This duty is performed as needed.
8. Operating a city vehicle is required for the essential functions.
9. Perform any other duties as required or assigned.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

## **EDUCATION AND EXPERIENCE**

Knowledge of a specialized field (however acquired), such as basic accounting, computer, etc. Equivalent of four years in high school, plus night, trade extension, or correspondence school specialized training, equal to two years of college, plus 7 to 11 months related experience and/or training, or equivalent combination of education and experience.



**COMMUNICATION SKILLS**

Ability to effectively communicate information and respond to questions in person-to-person and small group situations with customers, clients, general public and other employees of the organization.

**MATHEMATICAL SKILLS**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to prepare and interpret bar graphs.

**CRITICAL THINKING SKILLS**

Ability to utilize common sense understanding in order to carry out written, oral or diagrammed instructions. Ability to deal with problems involving several known variables in situations of a routine nature.

**REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS**

Valid Driver License

**PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS**

Not indicated.

**SOFTWARE SKILLS REQUIRED**

Above average capability in video production, retrieval and storage.

**INITIATIVE AND INGENUITY****SUPERVISION RECEIVED**

Under general supervision where standard practice enables the employee to proceed alone on routine work, referring all questionable cases to supervisor.

**PLANNING**

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work; may also occasionally assist in the planning of work assignments performed by others within a limited area of operation.

**DECISION MAKING**

Performs work operations which permit frequent opportunity for decision-making of minor importance and which would not only affect the operating efficiency of the individual involved, but would also affect the work operations of other employees and/or clientele to a slight degree.

**MENTAL DEMAND**

Moderate mental demand. Operations requiring almost continuous attention, but work is sufficiently repetitive that a habit cycle is formed; operations requiring intermittent directed thinking to determine or select materials, equipment or operations where variable sequences may be selected by the employee.

**ANALYTICAL ABILITY / PROBLEM SOLVING**

Moderately structured. Fairly broad activities using moderately structured procedures with only generally guided supervision. Interpolation of learned things in somewhat varied situations.

**RESPONSIBILITY FOR WORK OF OTHERS**

Responsibility for work of others: Not indicated.

**RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT**

Occasionally responsible for the organization's and/or associated organization's property where carelessness or error would result in only minor damage or minor monetary loss. Ordinary care and attention is required when handling this property in order to prevent loss.

**ACCURACY**

Probable errors of internal and external scope would have a moderate effect on the operational efficiency of the organizational component concerned. Errors might possibly go undetected for a considerable period of time, thereby creating an inaccurate picture of an existing situation. Could cause further errors, losses, or embarrassment to the organization. The possibility for error is always present due to requirements of the job.

**ACCOUNTABILITY****FREEDOM TO ACT**

Standardized. Accepted processes covered by well-defined standardized policies and procedures with supervisory review.

**ANNUAL MONETARY IMPACT**

The amount of annual dollars generated based on the job's essential duties / responsibilities. Examples would include direct dollar generation, departmental budget, proper handling of organization funds, expense control, and savings from new techniques or reduction in manpower.

None. Job does not create any dollar monetary impact for the organization.

**IMPACT ON END RESULTS**

Modest impact. Job has some impact on the organizations end results, but still from an indirect level. Provides assistance and support services that facilitates decision making by others.

**PUBLIC CONTACT**

Regular contacts with patrons, either within the office or in the field. May also involve occasional self-initiated contacts to patrons. Lack of tact and judgment may result in a limited type of problem for the organization.

**EMPLOYEE CONTACT**

Contacts of considerable importance within the department or office, such as those required in coordination of effort, or frequent contacts with other departments or offices, generally in normal course of performing duties. Requires tact in discussing problems and presenting data and making recommendations, but responsibility for action and decision reverts to others.

**USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS**

Occasional use of complex machines and equipment (desktop/laptop computer and software, road and production machines and equipment, etc.)

**WORKING CONDITIONS**

Periodically exposed to such elements as noise, intermittent standing, walking, occasionally pushing, carrying, or lifting; but none are present to the extent of being disagreeable.

**ENVIRONMENTAL CONDITIONS**

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**PHYSICAL ACTIVITIES**

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

Moderate diversity, low physical. Work activities which allow for a moderate amount of diversity in the performance of tasks which are not as varied as those positions with high-level diversity and decision-making.

Specific vision abilities required by this job include color vision; and peripheral vision.

**ADDITIONAL INFORMATION**

Not indicated.



## Legislation Details (With Text)

<b>File #:</b>	RES-21:053	<b>Version:</b>	1	<b>Name:</b>	APPROVE AN ASSESSMENT BY ARKANSAS PUBLIC ENTITY RISK MANAGEMENT ASSOCIATION (APERMA)
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/22/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPROVE AN ASSESSMENT BY ARKANSAS PUBLIC ENTITY RISK MANAGEMENT ASSOCIATION (APERMA)				
<b>Sponsors:</b>	Finance, Mayor's Office, City Attorney's Office				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">APERMA Assessment Worksheet</a> <a href="#">Release of All Claims--JONESBORO</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPROVE AN ASSESSMENT BY ARKANSAS PUBLIC ENTITY RISK MANAGEMENT ASSOCIATION (APERMA) WHEREAS, City of Jonesboro became a foundational member of APERMA effective January 1, 1990 through an Intergovernmental Cooperative Agreement with the Association's joint purpose being to provide casualty and property protections to its participants; and

WHEREAS, RES-18:187 approved entering into an agreement with The Arkansas Municipal League to provide Legal Defense, Property and Vehicle coverage's for City of Jonesboro effective January 1, 2019; and

WHEREAS, APERMA ceased operations as of January 30, 2020 citing multiple reasons, but primarily deterioration of surplus as the most important reason; and

WHEREAS, the Intergovernmental Cooperative Agreement provided that APERMA may assess current and former participants in the event of shortfalls in the fund in the event of dissolution; and

WHEREAS, the APERMA Board has approved an assessment of \$1.645 million to its current and former participants who have held membership over the past 5 years; and

WHEREAS, City of Jonesboro's portion of this assessment is \$68,145 according to the attached Assessment Worksheet; and

WHEREAS, RES-20:244 approved this expenditure in the 2021 budget; and

WHEREAS, City of Jonesboro will be released of all claims for future assessments and no other claims will be made against the same once this assessment is received by APERMA according to the attached Release of All Claims document; and

WHEREAS, APERMA agrees to continue to provide coverage's, make payments for settlements or judgments and defend any and all claims that may be outstanding against the City of Jonesboro.

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

Section 1: The APERMA assessment of \$68,145 is approved to be paid.

Section 2: The Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate this release.

# City of Jonesboro

## APERMA Assessment Worksheet

	2019 Billed Cost - 13 Months If Purchased	Members Percentage of Annual Billed Cost	Members Portion of Annual Assessment Amount	2018 Billed Cost	Members Percentage of Annual Billed Cost	Members Portion of Annual Assessment Amount	2017 Billed Cost	Members Percentage of Annual Billed Cost	Members Portion of Annual Assessment Amount	2016 Billed Cost	Members Percentage of Annual Billed Cost	Members Portion of Annual Assessment Amount	2015 Billed Cost	Members Percentage of Annual Billed Cost	Members Portion of Annual Assessment Amount	Members Portion of the Total Assessment Amount
<b>\$1,645,052</b>																
City of Jonesboro	0	0.00%	\$0	348,998	7.07%	\$31,041	347,997	6.83%	\$21,243	337,996	6.69%	\$9,351	347,995	6.81%	\$6,510	68,145
TOTALS - by year for all APERMA Members	4,720,654	100%	659,995	4,933,232	100%	438,774	5,091,674	100%	310,817	5,055,361	100%	139,859	5,110,784	100%	95,606	1,645,052
Current Actual Deficit By Year		1,365,153			907,574			642,904			289,288			197,755		3,402,674
Percentage of Actual Deficit By Year		40.12%			26.67%			18.89%			8.50%			5.81%		100%
Board Approved Assessment Amount By Year Based on Percentage		659,995			438,774			310,817			139,859			95,606		1,645,052

## **RELEASE OF ALL CLAIMS**

### **KNOW ALL MEN BY THESE PRESENTS:**

The undersigned does hereby acknowledge receipt of Sixty-Eight Thousand One Hundred Forty-Five and 00/100 Dollars (\$68,145.00). This sum and agreement is accepted as full compromise, settlement and satisfaction of, and as sole consideration for, the final release and discharge of all actions, rights, causes of action, claims, and demands whatsoever that now exist or may hereafter accrue by the undersigned against Jonesboro Mayor, Harold Copenhaver, and the City of Jonesboro, Arkansas, its agents, employees, or representatives, including but not limited to those claims or demands that may have arisen or that may arise in the future as a result of the participation of Jonesboro, Arkansas in the Arkansas Public Entities Risk Management Association (APERMA). The Arkansas Public Entities Risk Management Association agrees it will make no other claims against Jonesboro, Arkansas in exchange for this payment as a result of its participation in the Arkansas Public Entities Risk Management Association. Furthermore, Arkansas Public Entities Risk Management Association agrees to continue to provide coverages, make payments for settlements or judgments and defend any and all claims that may be outstanding against Jonesboro, Arkansas. This payment shall be a settlement and shall not be deemed or considered to be an admission of liability on the part of Mayor Copenhaver, or the City of Jonesboro, Arkansas herein. Arkansas Public Entities Risk Management Association will continue to defend and provide coverage as provided by the Memorandum of Understanding, for all cases or claims that are currently being defended by the Arkansas Public Entities Risk Management Association.

The undersigned warrants that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the person or parties released or their representatives; that the undersigned is of legal age,



competent to execute this Release, and accepts full responsibility, therefore.

The undersigned agrees, as further consideration and inducement for this compromise settlement, that it shall apply to all known, unknown, and unanticipated damages resulting from the City of Jonesboro's participation in the Arkansas Public Entities Risk Management Association, as well as to those now asserted and disclosed.

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Arkansas Public Entities Risk Management  
Association (APERMA)  
By: Ron Brown, President of Board of  
Directors of APERMA

Date: \_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	RES-21:054	<b>Version:</b>	1	<b>Name:</b>	CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/22/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX				
<b>Sponsors:</b>	Parks & Recreation, Finance				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Joe Mack Campbell Park Arkansas State University 3 3 2021.docx1 (002) signed</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Arkansas State University is seeking sponsorship recognition on one soccer field at the Joe Mack Campbell Sports Complex; and

WHEREAS Arkansas State University is sponsoring the field for the sum of \$12,500 for a period of 5 years.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of a field at Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

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



# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOCCER FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **3rd** Day of **March, 2021** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **31st of December, 2025**.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #7) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
  - A sum of **\$2,500** shall be paid on **July 15, 2021**.
  - A sum of **\$2,500** shall be paid on **July 15, 2022**.
  - A sum of **\$2,500** shall be paid on **July 15, 2023**.
  - A sum of **\$2,500** shall be paid on **July 15, 2024**.

A sum of **\$2,500** shall be paid on **July 15, 2025.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a double sided 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas. Venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR. Any claims with respect to loss, expense, damage, liability, or demands for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents should be presented to the Claims Commission of the State of Arkansas. See Ark. Code Ann. § 21-9-201, et seq. The University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other forum.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

ARKANSAS STATE UNIVERSITY- Jonesboro

By: Lisa Glasco, CPCP, CPPB, CPPO, APO

Name: Lisa Glasco, CPCP, CPPB, CPPO, APO

Title: Director of Procurement Services

Date: 3/5/2021

CITY OF JONESBORO

By: \_\_\_\_\_

Name: Harold Copenhaver

Title: Mayor

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk's Office



## Legislation Details (With Text)

<b>File #:</b>	RES-21:056	<b>Version:</b>	1	<b>Name:</b>	WILLINGNESS OF THE CITY OF JONESBORO TO PARTNER WITH POST FOODS FOR THE RAILROAD TRACK IMPROVEMENTS IN THE CRAIGHEAD TECHNOLOGY PARK
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	3/24/2021	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO PARTNER WITH POST FOODS FOR THE RAILROAD TRACK IMPROVEMENTS IN THE CRAIGHEAD TECHNOLOGY PARK				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">03.30.2021 Post Foods -- Exhibit A</a> <a href="#">03.30.2021 Post Foods --Partnering Agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO PARTNER WITH POST FOODS FOR THE RAILROAD TRACK IMPROVEMENTS IN THE CRAIGHEAD TECHNOLOGY PARK

WHEREAS, the City accepted funding awarded FY 2018 Consolidated Rail Infrastructure and Safety Improvements Grant funded through the Federal Railroad Administration in RES-21:014; and

WHEREAS, the funding provided the ability to make certain improvements to the railroad track servicing the Craighead Technology Park including the relocation of the industrial lead that serves Post Foods and is located on their property; and

WHEREAS, the relocation of this industrial lead is necessary to minimize delays to vehicle traffic along Arkansas Highway 18 Spur, known locally as Martin Luther King, Jr. Blvd. (formerly Commerce Drive), when Post Foods is being serviced by rail; and,

WHEREAS, Post Foods agrees, per the attached Partnering Agreement, to contribute up to four hundred thousand dollars (\$400,000.00) to the City of Jonesboro for the construction project, and

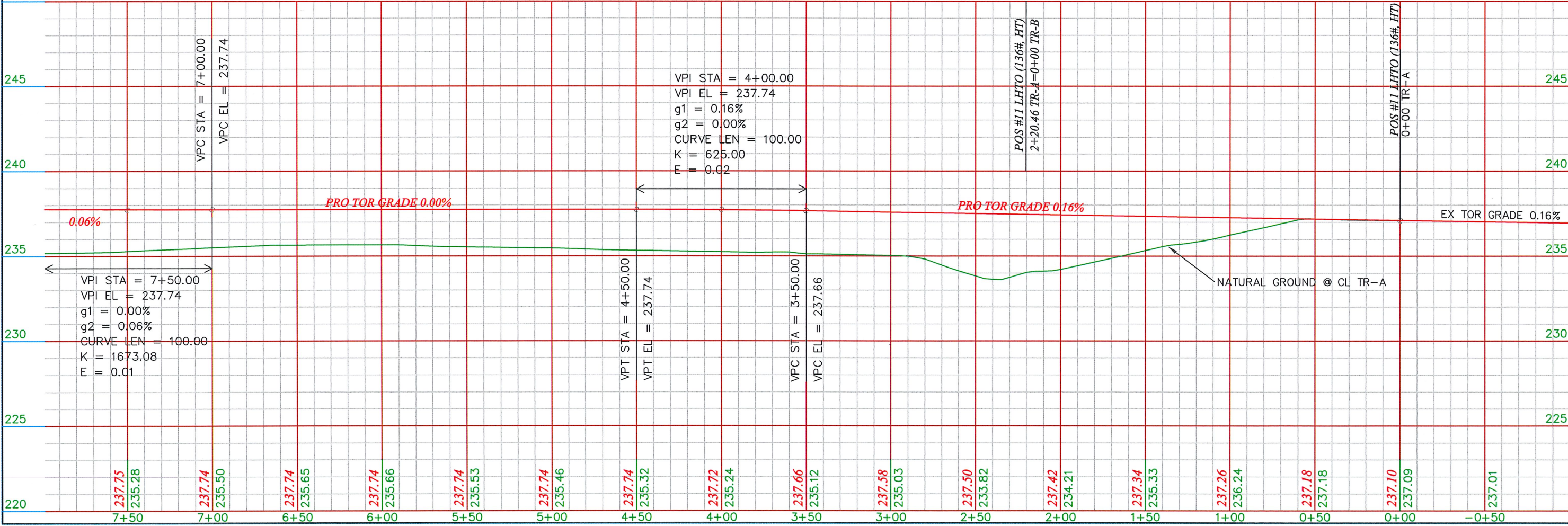
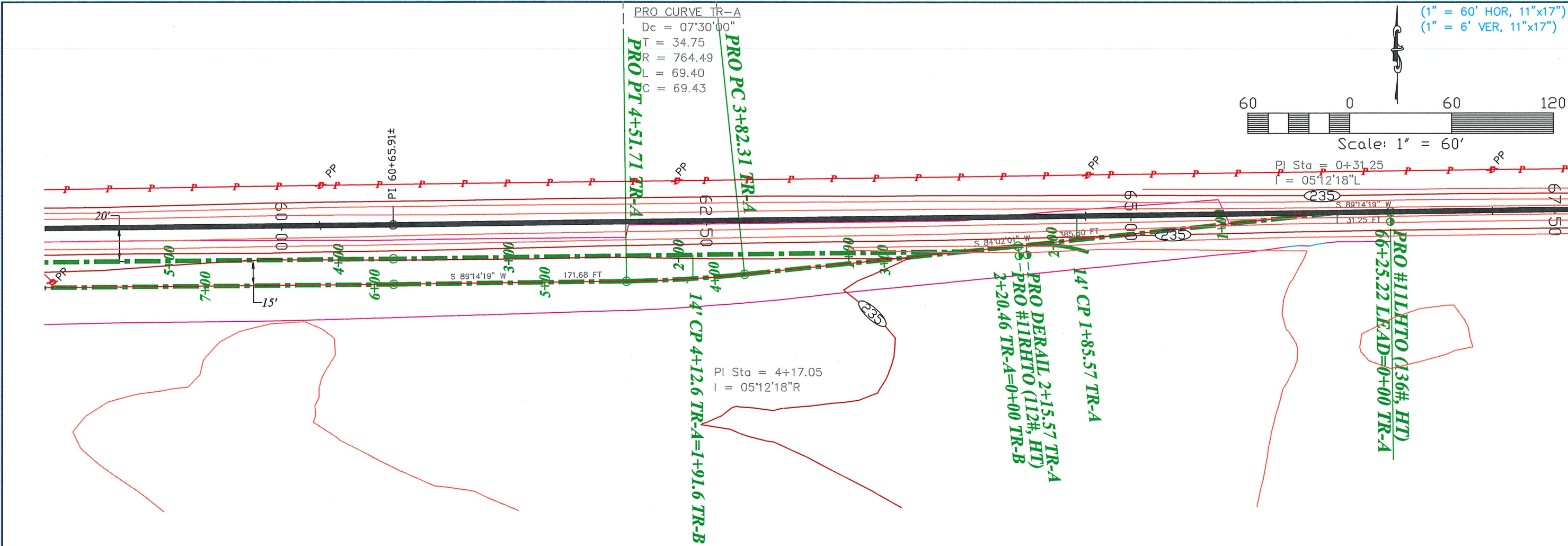
WHEREAS, this funding is utilized as local match for the overall project with the exact amount due computed after the construction bids are received.

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

Section 1: The City will participate in accordance with its designated responsibilities.

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





NO.	REVISION DATE	BY
1	XX/XX/XXXX	initial

W. WILLIAM GRAHAM JR., INC.  
CONSULTING ENGINEERS  
LITTLE ROCK, ARKANSAS  
Ph: (501)227-0078

Post Foods & Commerce Dr Area - Jonesboro, AR  
Proposed Industrial Rail Spur Expansion  
Design Plan & Profile - Proposed TR-A, TR-B

DESIGNER  
ges

CHECKER  
rbg

DRAWER  
ccr

PROJECT  
2020\_02

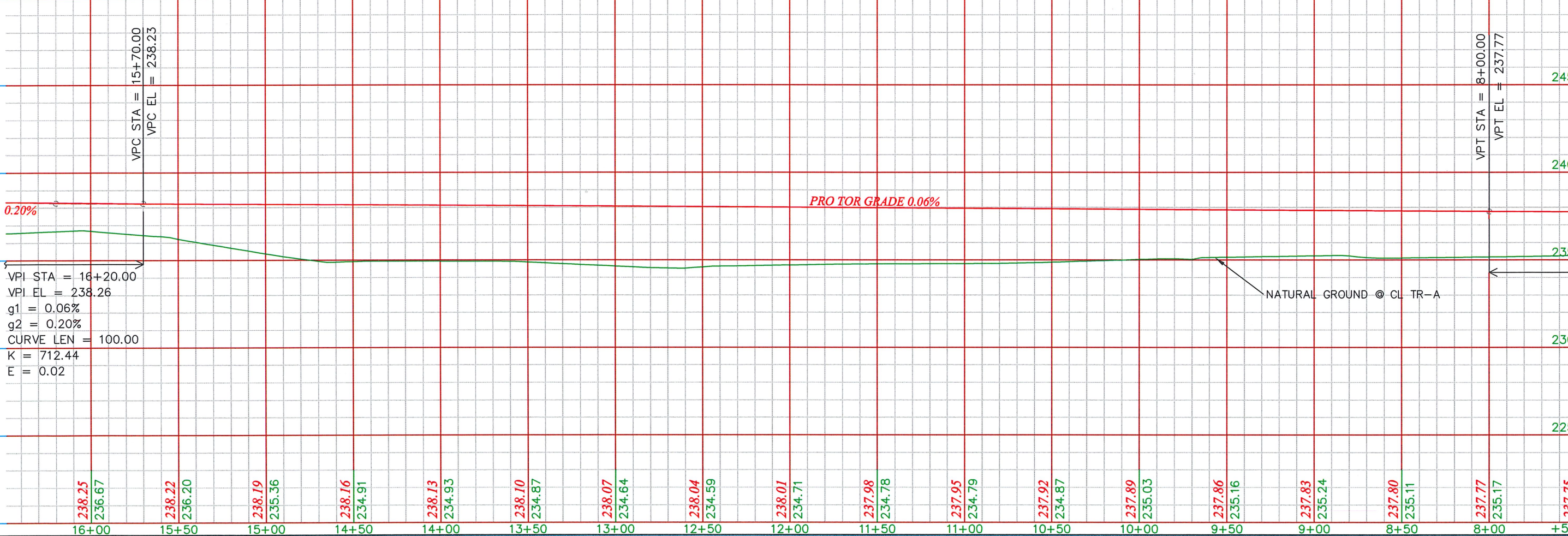
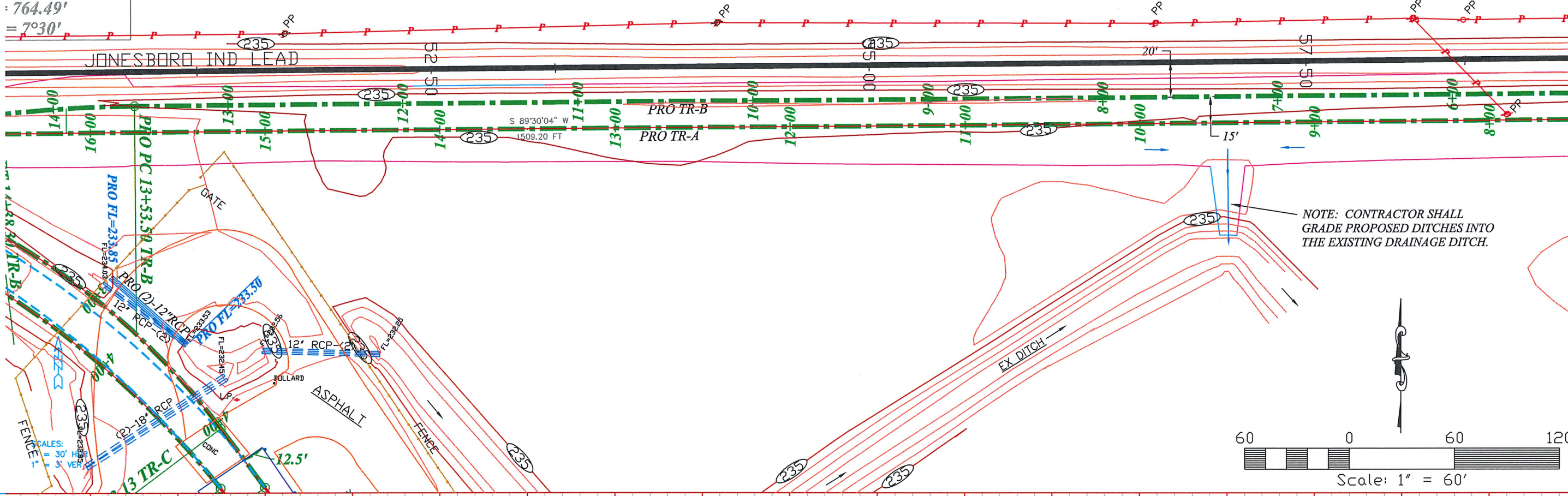
SHEET  
C7

07 OF 38



(1" = 60' HOR, 11"x17")  
(1" = 6' VER, 11"x17")

O CURVE TR-B  
: 764.49'  
= 7°30'

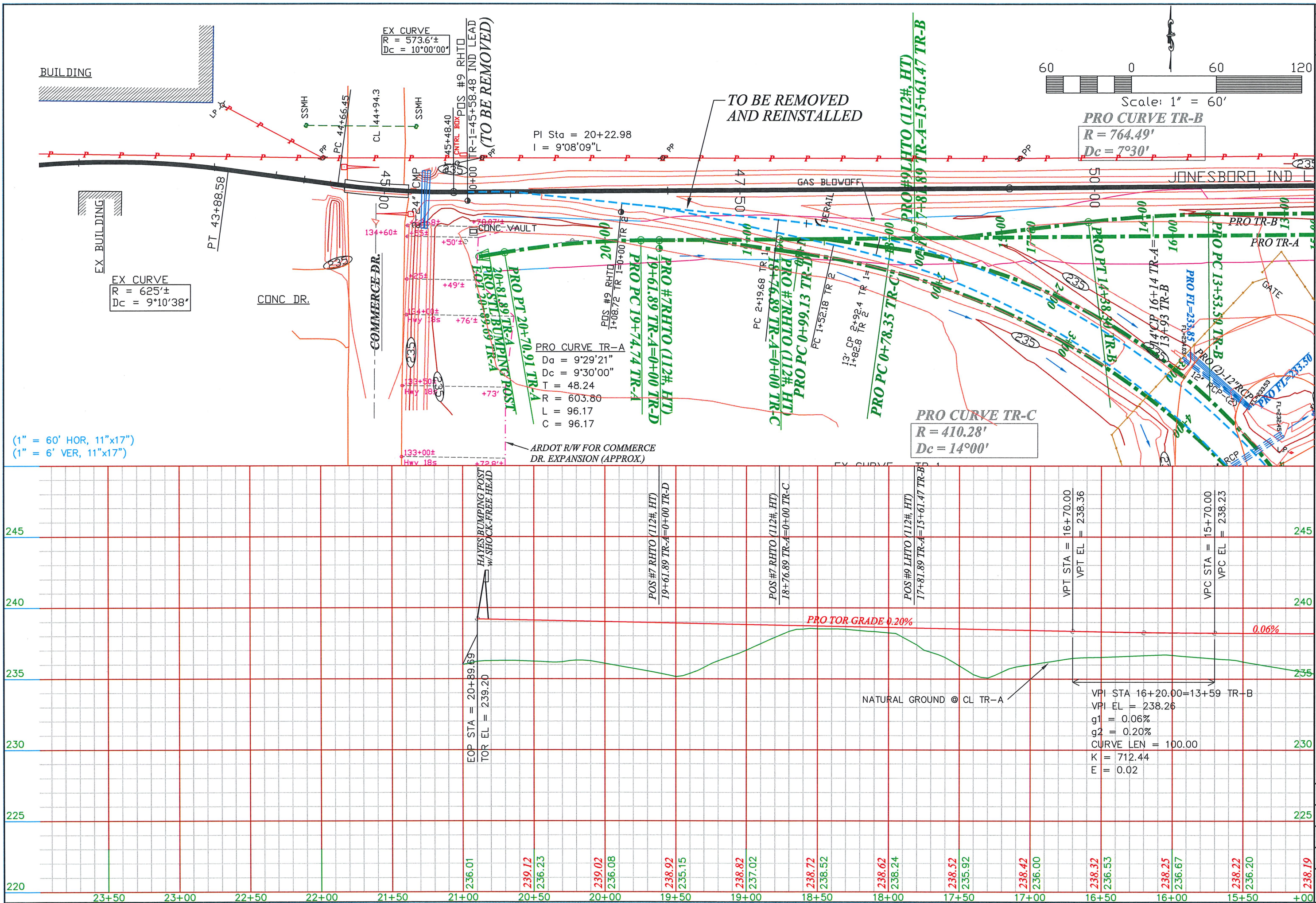


W. WILLIAM GRAHAM JR., INC.  
CONSULTING ENGINEERS  
LITTLE ROCK, ARKANSAS  
Ph: (501)227-0078

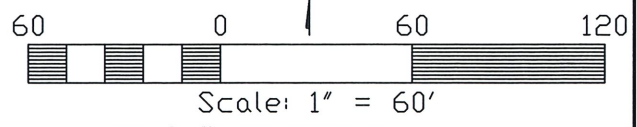
Post Foods & Commerce Dr Area - Jonesboro, AR  
Proposed Industrial Rail Spur Expansion  
Design Plan & Profile - Proposed TR-A, TR-B

DESIGNER	ges
CHECKER	rbg
DRAFTER	ccf
PROJECT	2020_02
SHEET	08 OF 38





(1" = 60' HOR, 11"x17")  
(1" = 6' VER, 11"x17")



NO.	REVISION DATE	BY
1	XX/XX/XXXX	Initial

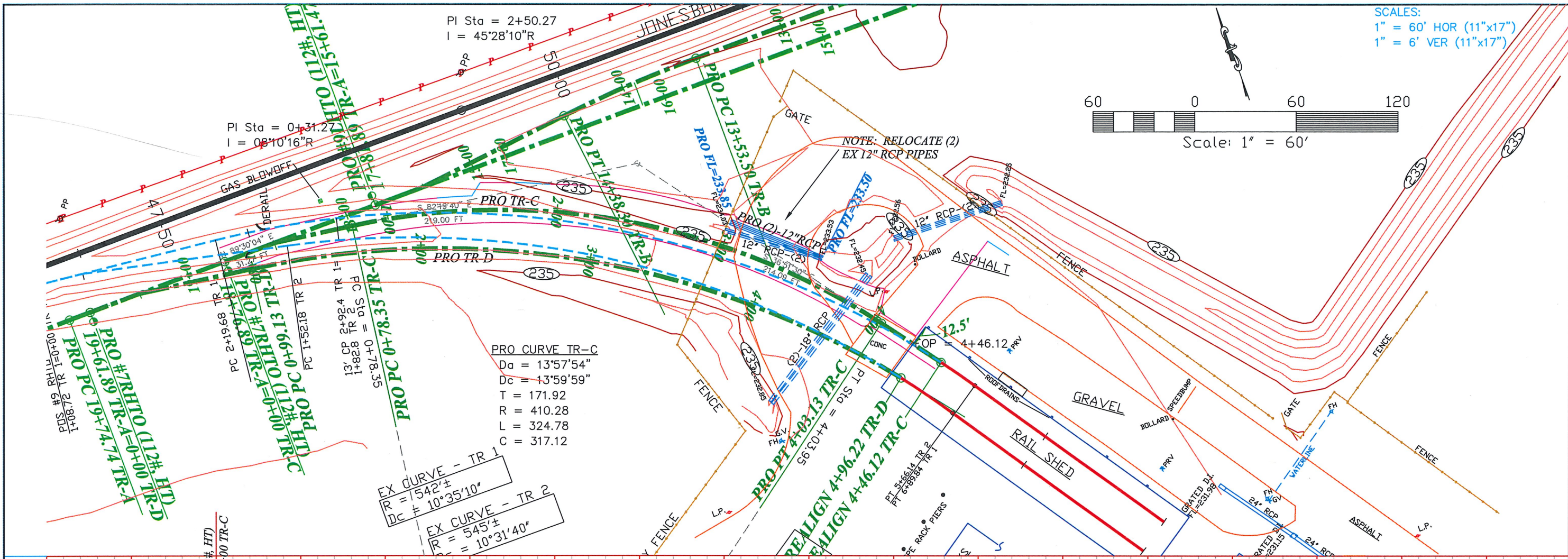
**W. WILLIAM GRAHAM JR., INC.**  
CONSULTING ENGINEERS  
LITTLE ROCK, ARKANSAS  
Ph: (501)227-0078

**Post Foods & Commerce Dr Area - Jonesboro, AR**  
**Proposed Industrial Rail Spur Expansion**  
**Design Plan & Profile - Proposed TR-A, TR-B**

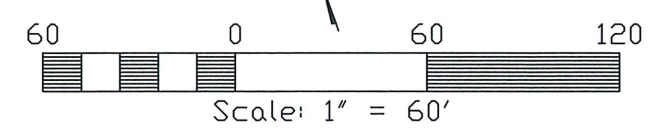
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ges	rbg	ccr	2020_02	C9

09 OF 38



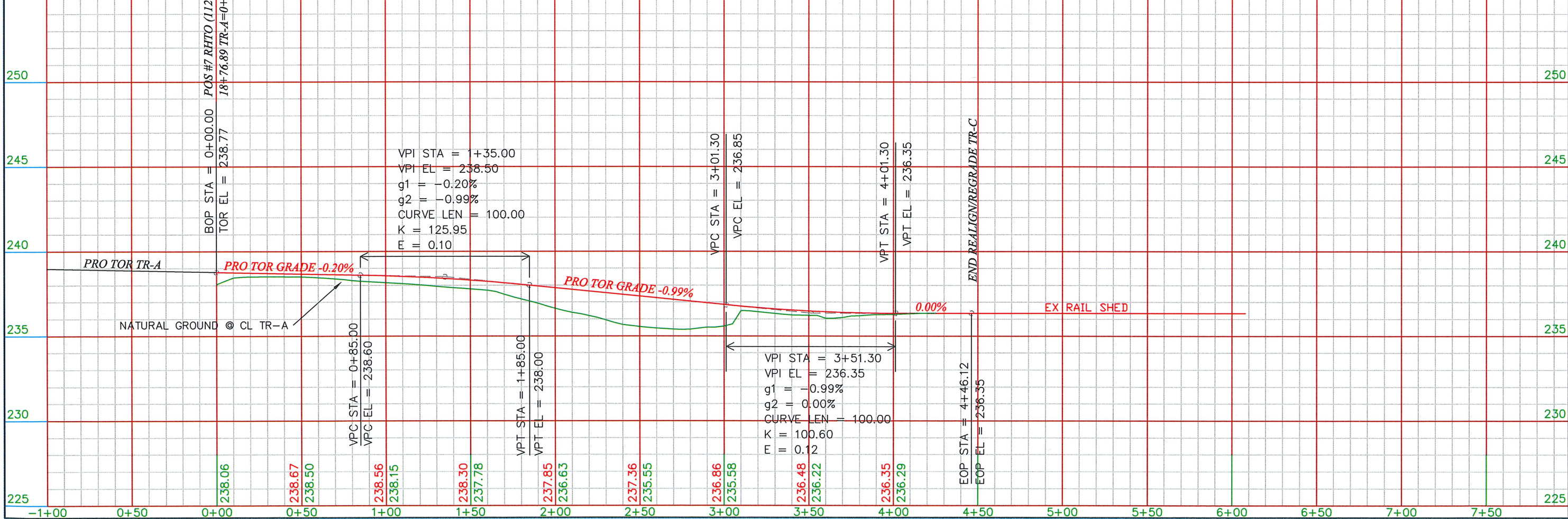


SCALES:  
1" = 60' HOR (11"x17")  
1" = 6' VER (11"x17")



PRO CURVE TR-C  
Da = 13°57'54"  
Dc = 13°59'59"  
T = 171.92  
R = 410.28  
L = 324.78  
C = 317.12

EX CURVE - TR 1  
R = 1542'±  
DC = 10°35'10"  
EX CURVE - TR 2  
R = 545'±  
DC = 10°31'40"



VPI STA = 1+35.00  
VPI EL = 238.50  
g1 = -0.20%  
g2 = -0.99%  
CURVE LEN = 100.00  
K = 125.95  
E = 0.10

VPI STA = 3+51.30  
VPI EL = 236.35  
g1 = -0.99%  
g2 = 0.00%  
CURVE LEN = 100.00  
K = 100.60  
E = 0.12

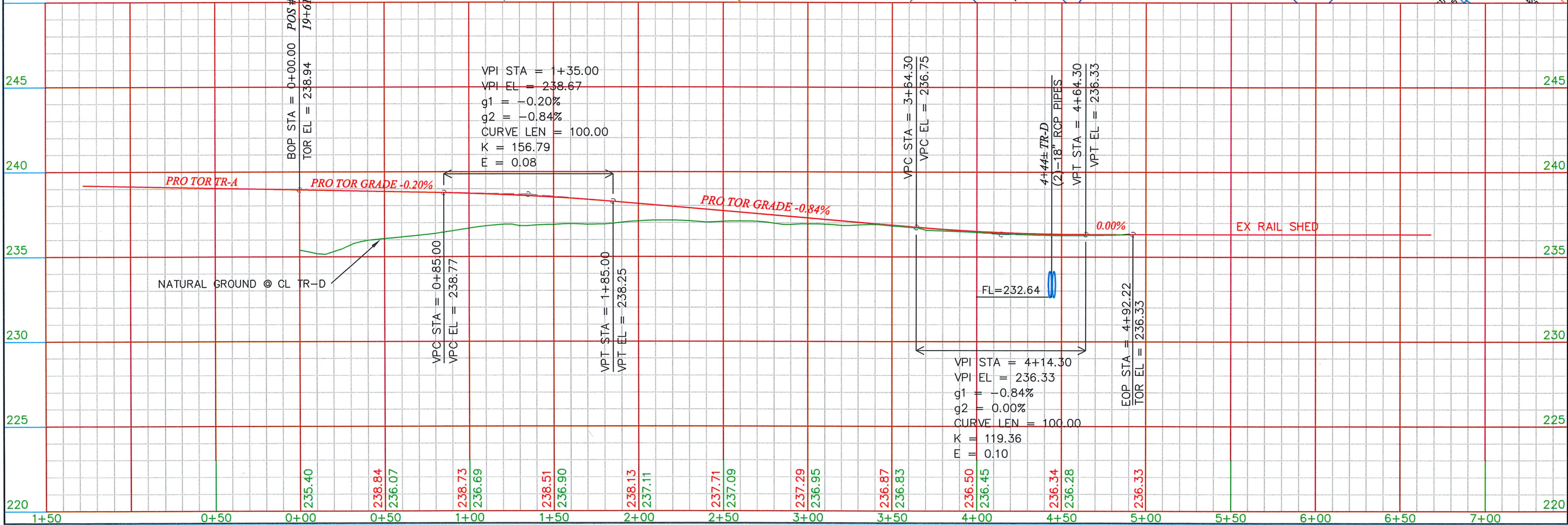
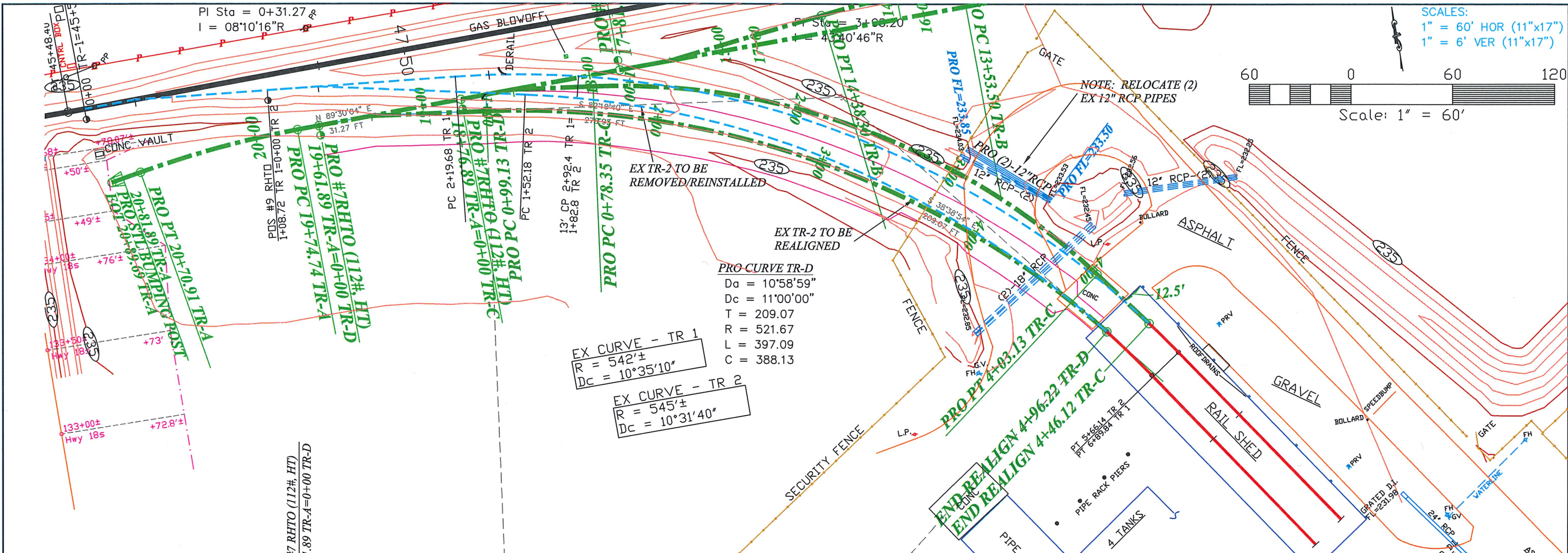
NO.	REVISION DATE	BY
1	XX/XX/XXXX	Initial

**W. WILLIAM GRAHAM JR., INC.**  
CONSULTING ENGINEERS  
LITTLE ROCK, ARKANSAS  
Ph: (501)227-0078

Post Foods & Commerce Dr Area - Jonesboro, AR  
Proposed Industrial Rail Spur Expansion  
Design Plan & Profile - Proposed TR-C (Post Foods)

DESIGNER	ges
CHECKER	rbg
DRAWER	ccr
PROJECT	2020_02
SHEET	C10
	10 OF 38





NO.	REVISION DATE	BY
1	XX/XX/XXXX	Initial

**W. WILLIAM GRAHAM JR., INC.**  
CONSULTING ENGINEERS  
LITTLE ROCK, ARKANSAS  
Ph: (501)227-0078

Post Foods & Commerce Dr Area - Jonesboro, AR  
Proposed Industrial Rail Spur Expansion  
Design Plan & Profile - Proposed TR-D (Post Foods)

DESIGNER	CHECKER	DRAFTER
ges	rbg	ccf

PROJECT  
2020\_02  
SHEET  
**C11**  
11 OF 38



## PARTNERING AGREEMENT

This Agreement made by and between the City of Jonesboro, Arkansas, herein referred to as "City" and, Post Foods, authorized to do business in the State of Arkansas, herein referred to as "Industry".

WHEREAS, City has applied to and obtained partial funding from the Federal Railroad Administration (FRA) to make certain improvements to the railroad track, hereinafter called "Track", serving the Craighead Technology Park;

WHEREAS, the improvements to the Track include the relocation of the industrial lead that serves the Industry and is located on Industry property;

WHEREAS, the relocation of this industrial lead is necessary to minimize delays to vehicle traffic along Arkansas Highway 18 Spur, known locally as Martin Luther King, Jr. Blvd. (formerly Commerce Drive), when Industry is being serviced by rail;

WHEREAS, Industry desires that two (2) storage tracks of 1,200 linear feet each as shown in the construction plans provided as Exhibit A, be constructed on their property as part of the improvement project, for their sole benefit and use;

WHEREAS, the estimated cost for the entire industrial lead relocation is \$1,073,205.00, of which \$690,000.00 is directly related to the construction of the two storage tracks.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- (1) City will be responsible for the construction of the Track improvements in accordance with the construction plans, as approved by FRA.
- (2) City will require all contractors working the project to carry general liability insurance in the amount of \$2,000,000 and submit proof of such coverage, listing both the City and the Industry as certificate holders, prior to execution of the construction contract.
- (3) City will require its contractors to provide performance and payment bonds for said work, and warranty all work for a period of 1-year upon completion of construction.
- (4) Industry does hereby convey a temporary construction easement, over and across the construction limits shown on Exhibit A, to the City and its assigns for the purpose of the construction project. The temporary construction easement shall expire upon the completion of the 1-year warranty period of the construction project.
- (5) Industry shall own and have all rights to said industrial lead track serving their property from the switching point along the Track, upon completion of the construction project.
- (6) Industry shall contribute up to four hundred thousand dollars (\$400,000.00) to the City of Jonesboro for the construction project, which will be utilized as a portion of the local \$650,000.00 match for the overall project. The exact amount due will be the remaining local

match required, less \$250,000 which will be provided by others, computed after the construction bids are received.

- (7) Industry shall make a lump sum payment to the City of Jonesboro for the full amount due prior to execution of the construction contract.
- (8) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.
- (9) This Agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF JONESBORO, ARKANSAS

BY: \_\_\_\_\_  
HAROLD COPENHAVER, MAYOR

ATTEST:

\_\_\_\_\_  
APRIL LEGGETT,  
CITY CLERK

INDUSTRY

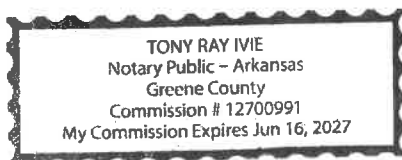
By: John Elk  
Title: Plant Manager

ACKNOWLEDGMENT

STATE OF Arkansas  
COUNTY OF Craighead

On this 17<sup>th</sup> day of March, 2020, before me, a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, appeared in person the within named John Kampa who stated that he was the Plant Manager of Post - Jonesboro and being so authorized to do had executed the foregoing document on behalf of Post Consumer Brands.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the date first above written.



[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: June 16<sup>th</sup> 2027



## Legislation Details (With Text)

<b>File #:</b>	RES-21:057	<b>Version:</b>	1	<b>Name:</b>	AMEND THE 2021 BUDGET TO ADD THREE ADDITIONAL FIREFIGHTER POSITIONS
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	3/24/2021	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE 2021 BUDGET TO ADD THREE ADDITIONAL FIREFIGHTER POSITIONS				
<b>Sponsors:</b>	Fire Department, Human Resources				
<b>Indexes:</b>	Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE 2021 BUDGET TO ADD THREE ADDITIONAL FIREFIGHTER POSITIONS

WHEREAS, RES-20:244 adopted the 2021 budget for City of Jonesboro; and,

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing of fire personnel for minimum staffing for operation of fire engines and to increase operator safety, that three new firefighter positions be approved; and,

WHEREAS, a Staffing for Adequate Fire and Emergency Response Grant (SAFER) has been requested for FY2022, FY2023, and FY2024 to potentially offset future costs of the above three positions, projected at \$159,700, annually for year 1; and,

WHEREAS, the 2021 budget for the Fire Department will need to be amended \$80,000, including salary and benefits for the remainder of 2021.

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

SECTION 1: The City 2021 Budget for the Fire Department is amended \$80,000, including salary and benefits to add three additional firefighter positions for the remainder of 2021.