



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, February 27, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:016](#) Minutes for the Finance Committee meeting on February 13, 2018.

Attachments: [Minutes.pdf](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-18:016](#) A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER & SERVICE FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [iTechs_Miracle_League_Sign18.pdf](#)

[RES-18:017](#) A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Auto Auction Softball Complex](#)

[RES-18:020](#) A RESOLUTION TO CONTRACT WITH INTERSTATE BATTERIES FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [INTERSTATE BATT](#)

[RES-18:021](#) RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 FIRE PREVENTION AND SAFETY GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY.

Sponsors: Grants and Fire Department

[RES-18:022](#) A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR

SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [MR TROPHY AND ENGRAVING](#)

RES-18:023 A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [QUALITY FARM](#)

RES-18:024 A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [ADAMS AND COOPER](#)

RES-18:027 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE BLUE AND YOU FOUNDATION MINI GRANT APPLICATION

Sponsors: Community Development and Grants

RES-18:028 A RESOLUTION TO ESTABLISH TWO PART TIME MEDICAL DIRECTOR POSITIONS FOR THE CITY OF JONESBORO

Sponsors: Police Department

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-18:016 **Version:** 1 **Name:** Minutes for the Finance Committee meeting on February 13, 2018
Type: Minutes **Status:** To Be Introduced
File created: 2/15/2018 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on February 13, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on February 13, 2018.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, February 13, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent 2 - John Street and Charles Coleman

3. Approval of minutes

[MIN-18:011](#)

Minutes for the Finance Committee meeting on January 30, 2018

Attachments: [Minutes](#)

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Passed . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

[MIN-18:014](#)

Minutes for the Special Called Finance Committee meeting on February 6, 2018.

Attachments: [Minutes](#)

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Passed . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-18:012](#)

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 BUDGET FOR THE 2017 COPS HIRING GRANT

Councilmember David McClain said this is just our portion. Mayor Harold Perrin said each year we apply or try to apply through the Department of Justice (DOJ) to get any

type of funds and this is the cops grant section of DOJ. As you can see, the federal amount is about \$78,429 and ours is only for \$26,000 to add two new police officers to patrol. These are boots on the ground. They will be patrolling. Councilmember McClain said how long do they typically fund these positions. Mayor Perrin said how long do they fund? I don't know what this grant is, but I think it's three years or two. Mayor Perrin said yes, it's three years, and until time you will have to pick up the entire cost, but, hopefully, we will have our budget up so we can take care of it. We have always done it in the past. Councilmember McClain said yes. Mayor Perrin said it's very important.

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

[ORD-18:013](#)

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 BUDGET FOR THE 2018 OUTDOOR RECREATION MATCHING GRANT FUNDING THE CRAIGHEAD FOREST PUMP TRACK

Mayor Harold Perrin said this is a grant we submitted through our Department of Parks and Recreation, and we were lucky to get that this year. Our share will be the \$98,965, which we did budget our share in the budget for 2018. It was already put in there. Am I correct on that, or did we not know at that time? Chief Financial Officer Bill Reznicek this actually amends the budget. We didn't put it in the budget at the time because we weren't aware that we were going to be awarded the grant, so, we wait until we know the grant is relevant and then we budget the funds the way we're doing now with an ordinance. Mayor Perrin said I believe this is portable so we can take it, move it downtown and do some other stuff with that, and put it on the parking lot over there, and that's going to be a good thing for the kids, and I guess adults, too. Councilmember McClain said so our portion is \$98,965. Mayor Perrin said yes sir.

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

RESOLUTIONS TO BE INTRODUCED

[RES-18:012](#)

RESOLUTION TO ADOPT A REVISED SUSBTANCE ABUSE TESTING PROGRAM POLICY FOR JET

Chairmember Joe Hafner said I had a question for City Clerk Donna Jackson earlier today because I wondered why this was on the Finance Committee agenda. She said it's because it deals with personnel policies. Mayor Harold Perrin said your subcommittee, Chairmember Hafner, is personnel. The law has changed and we have to change with the law and update ours. Human Resources Director Dewayne Douglas said you answered for me. This is a requirement by the Federal Transit Association (FTA) and the Jonesboro Economical Transit System (JETS) falls under the FTA, so if we want to operate the transit under federal guidelines then we have to make these changes. It has to do with medical marijuana, opioids, and the language in that. Councilmember David McClain said this would keep them from being able to even have a prescription for that. Mr. Douglas said the state has approved the medical marijuana, but the federal has not. Councilmember McClain said okay.

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

[RES-18:013](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE
CHANGE ORDER NO. 1 FOR THE CEMETERY MAINTENANCE BUILDING

Attachments: [JB Cemetery C.O. #1](#)
 [Change Order - 1.pdf](#)

Chairmember Joe Hafner said can we have a brief overview about what's causing the change order. Mayor Harold Perrin said yes, it's right behind your page on the resolution. This is the cost of putting in all the site work and concrete. On the back of that resolution, you will see all your breakdown costs. This is for all the site work, asphalt, curbs, gutters and putting in the parking bumpers. Chairmember Hafner said that wasn't in the original. Mayor Perrin said no. We just put it out without that because we didn't know on the site work. Chairmember Hafner said we just had a building before. Mayor Perrin said that is correct. Councilmember David McClain said so on the sheet, the \$57,029 was the original amount. Chairmember Hafner said that is the added change. Councilmember McClain said okay. Mayor Perrin said that's your cost and then what they do on contract is add 10% for overhead and profit, and also add on their bonding, which will make a total of \$63,734. Councilmember McClain said okay. Mayor Perrin said if we can get this going then we'll go ahead and finish it up. The building is going good. Engineering Director Craig Light said these are items that were intentionally removed from the contract when it was executed last fall, but they were budgeted for this year and added back to the contract. It was something that was planned. Mayor Perrin said that's the one I was thinking of earlier when I said that we did budget for it. That's correct.

A motion was made by Ann Williams, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

5. Pending Items

6. Other Business

Chairmember Joe Hafner said don't forget about the public hearings on the pedestrian bike plan Thursday night, this week and next week, at 6 p.m. in the Municipal Center. The little bit I have seen is pretty amazing. Mayor Harold Perrin said it sure is.

Grants Director Tiffny Calloway said the public hearings for CDBG FY 2018 funds will be Thursday at 9 a.m. on the first floor of the City Hall, and there will be another meeting at 5:30 p.m. in the E. Boone Watson Center. Ms. Angy Abaunza is the CDBG Coordinator for this program, so we will be soliciting ideas from the public and looking forward to taking those ideas and implementing them in our action plan for next year. Chairmember Hafner said thank you for announcing that. Hopefully, we have a good turnout.

[RES-18:014](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
ACCEPTING AN INTENT TO ENTER INTO REAL ESTATE DONATION AND SALES
AGREEMENT WITH FARMER ENTERPRISES, INC. (FEI)

Attachments: [40 acres Survey.pdf](#)
 [Farmer Agreement 40 acres](#)
 [FARMER ALEC attachment B 02202018.pdf](#)
 [REAL PROPERTY DONATION AND SALE AGREEMENT - Craighead Fores](#)

A motion was made by Councilmember LJ Bryant, seconded by Councilmember David McClain to suspend the rules and walk on RES-18:014. All voted aye.

Chairmember Joe Hafner said obviously this is something that has been in the paper. Mayor Perrin would you like to comment on it? Mayor Harold Perrin said just a quick update. I gave you all a map and this is a Letter of Intent to enter into the agreement. That is subject to in the resolution that (1) the property does appraise for \$550,000, which I feel it will and (2) Mr. Alec Farmer has agreed to sell it to us at \$450,000 and take the \$100,000 charitable contribution deduction. We used this same process with the Lacy property. She got an appraisal and we bought it for "x" amount and then she took a deduction on it. I really think we need this property because you can see that actually two sides of all this property is abutted by Craighead Forest Park. At the bottom of that map is our shooting range, which eventually we will close. Actually, we're not using much of it now anyway because we are trying to use Craighead County because that subdivision is built up to the berm. We really need this property for future expansion of that park. Councilmember Hafner said yes. Mayor Perrin said that will give us the 40 acres, plus. I think somewhere in that area of the shooting range and the office that is out there. Mr. Craig Light, what do you think the acreage of the shooting range is if you squared that off? What would you say? About 18 acres or something like that. It doesn't give you that on the map, it just shows the 45 acres. Engineering Director Craig Light said how much is the range square foot? It probably is. Mayor Perrin said of course, as you all know, some people went out and put trails on this property that we are looking at buying. The minute we buy it, we will fence it, control it, and get it in there and use it for future expansion.

Councilmember David McClain said what kind of expansion plans do you see being used on this piece, and it would make sense to me if we connected the piece Craighead County owns just because it looks like it is wide open, as well, and has another pond on it. What kind of plans do you see going forward with this land? Mayor Perrin said I would want to do a lot of study on this, but I would say the typography of this is hilly, if I'm not mistaken, through this 40 acres. I would hope that it is used for some type of trails or something of that nature. We will have to do some improvements to it. All they done was just a temporary trail in there, so I want to do it right and set it up nice. Now, the property on Craighead County, I don't know if that can even be purchased or not. The reason is they mentioned today in the paper that they wanted to try to do some kind of mining rights if the City of Jonesboro gave them the right to mine inside the city limits and that's not going to happen, I don't think, because I don't think the council would allow that. They were trying to look for additional revenue because they have the nursing home there. I think they know who owns the nursing home, but the question is, with the lease way back there they don't know whose getting all that revenue. But, that's the county's issue, not mine. If you look on this map, you would have to come down and cut this off. It is something we might be able to look at and discuss with the county some time, and see if we wanted to take some of that in. Councilmember McClain said I was just wondering about it. Mayor Perrin

said we can look at it and see. No question about it. Once we get this acquired, we're going to be in a better position because then we'll have the property right next to it when we start talking to the county. Councilmember McClain said right. Mayor Perrin said good point.

Chairmember Joe Hafner said just one point or clarification. I think this land is definitely needed. As someone who rides mountain bikes out at Craighead Forest Park. I think I have been riding my mountain bike on there, like a lot of other people, not knowing it wasn't city property. When you said, if the City got it, it would be fenced off and controlled, did you mean that the mountain bikers, hikers, walkers or joggers wouldn't be able to still utilize that property? Mayor Perrin said no. Chairmember Hafner said you meant fence off the back part, right. Mayor Perrin said yes. I'm talking about the subdivision and then the Craighead County part. I'm not talking about the blue line there. We would leave that open and you could enter it any way you wanted. Chairmember Hafner said good deal. Unfortunately, some of the nicest trails out there are on this property. Councilmember McClain said really. I haven't been on that. Chairmember Hafner said yes. Mayor Perrin said it just fences us in. Chairmember Hafner said good deal. Mayor Perrin said then we can just go ahead and start doing some design on that and get some engineers to take a look at it.

Chairmember Hafner said here on the committee, I think we've all, plus other council members have received e-mails, at least one or two e-mails stressing how important people think Craighead Forest Park is to the City and the attraction that it is. I think is definitely a good step. I appreciate Mr. Farmer working with the City. Mayor Perrin said this will stop the auction. If you all pass this going forward to the council, even though the council hasn't approved it, Mr. Farmer is going to back off that auction. His low starting bid on the auction was \$470,000. He was looking at that \$550,000 as what he was going to get, at least, on the property. Chairmember Hafner said alright. Mayor Perrin said I think it's a good deal and if you all concur, and we do purchase it, then we will start looking at ways in which to use it. Particularly, I would like to get an engineering firm to come in and look at it and lay out a complete mountain bike trail that is feasible for us to look at. That's the way we started the ATV park. I was on the council when Gilmore came to me on the four-wheelers when that was very popular, and still is. This is the year that we fenced it all in where you can't get to it unless you pull in and unload, and now we're asphaltting the driveway, and that started 15 years go.

By the way, we will have our people up here next Thursday at 11 a.m. I wanted to remind you all of that. Please mark your calendars if you can. We will have the Director of Parks and Tourism. We will have Scott Bennett and Lorie Tudor from the Arkansas State Highway Department. We'll have the Federal Highway Administration here and Blue and You here. We will be dedicating this. I'm not going to spend a lot of time speaking that day, just say a welcome and that's about it. When I went back and pulled all the stuff on this, Craighead Forest was bought for \$5.00 per acre in 1935. Isn't that amazing? It was a men's club and Charles Frierson, Sr., and Mr. Burkman, I believe that's right, were on a train and they said we've got to do something for Jonesboro for quality of life. That was 1935 when they said that. This has been a crown jewel and we've just put another big crown on it with the 3.2 mile walking trail. If you go back and look what we spent versus what Federal spent, and we're going to thank them, and the Highway Department and Blue and You. We were out very little money.

Councilmember McClain said currently there are mountain bike trails out there. I don't know where they are and couldn't even begin to tell you and Chairmember Hafner has ridden it, but how does it connect to this right now? Chairmember Hafner said they are

meandering. There are multiple trails in this. You could ride Craighead Forest Park every day and do different trails. The Northeast Arkansas Trail Organization is a group of volunteers and they have done a great job of building trails and maintaining them. Years ago, the Boy Scouts built several of them. Councilmember McClain said on this land. Chairmember Hafner said just throughout the park and it's pretty amazing how much they're out there working to build bridges or clear trails, and keep the trails clear. They were out there with leaf blowers blowing trails so people can see where they are. I'll take you out there sometime. It's fun.

A motion was made by LJ Bryant, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman

7. Public Comments

8. Adjournment

A motion was made by LJ Bryant, seconded by David McClain, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 4 - Joe Hafner;LJ Bryant;David McClain and Ann Williams

Absent: 2 - John Street and Charles Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-18:016	Version:	1	Name:	Contract with iTechs Computer & Service for sponsorship of one outfield sign at Miracle League Complex
Type:	Resolution	Status:			To Be Introduced
File created:	2/15/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER & SERVICE FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	iTechs_Miracle_League_Sign18.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER & SERVICE FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road

WHEREAS, iTechs Computer & Service is seeking sponsorship recognition on one outfield sign at Miracle League Complex; and

WHEREAS, iTech Computer and Service is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION I: That the City of Jonesboro, Arkansas shall contract with iTechs Computer & Service for the sponsorship of one outfield sign at Miracle League Complex. A copy of said contract is attached as Exhibit A.

SECTION II: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT Miracle League Sports Complex

This agreement is made by and between **iTechs Computer & Service** (SPONSOR) and the City of Jonesboro (CITY), on this **15th** Day of **February 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **February 15th 2018**.
A sum of **\$300.00** shall be paid on **February 15th, 2019**.
A sum of **\$300.00** shall be paid on **February 15th, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (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 4' x 8' sign to be placed for SPONSOR'S on Miracle League 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (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 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 Set forth below.

BY: **iTechs Computer & Services**

Name: Jim Bryant

Title: Partner

Date: 2-1-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:017	Version:	1	Name:	CONTRACT WITH JONESBORO AUTO AUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/20/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Jonesboro Auto Auction Softball Complex				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Southside Softball Complex, located at 5301 Stadium Blvd.

WHEREAS, Jonesboro Auto Auction is seeking sponsorship recognition on one outfield sign at the Southside Softball complex; and

WHEREAS, Jonesboro Auto Auction is sponsoring the sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION I: That the City of Jonesboro, Arkansas shall contract with Jonesboro Auto Auction for the sponsorship of one outfield sign at the Southside Softball Complex. A copy of said contracts is attached as Exhibit A.

SECTION II: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Jonesboro Auto Auction (SPONSOR) and the City of Jonesboro (CITY), on this 5th Day of February, 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2018**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2019**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (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 4' x 8' sign to be placed for SPONSOR'S on Miracle League 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (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 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 Set forth below.

BY: **Jonesboro Auto Auction**
Name: Keith Campbell - Keith Campbell
Title: Managing Member
Date: 2-9-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-18:020	Version:	1	Name:	CONTRACT WITH INTERSTATE BATTERIES FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/21/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH INTERSTATE BATTERIES FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	INTERSTATE BATT				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH INTERSTATE BATTERIES FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, The City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Interstate Batteries is seeking sponsorship recognition on one outfield sign at Southside Complex; and

WHEREAS, Interstate Batteries is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 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 Interstate Batteries for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Interstate Batteries** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **5th** Day of **February 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2018**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2019**.
 - A sum of **\$300.00** shall be paid on **February 5th, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 3' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (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 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 Set forth below.

BY: **Interstate Batteries**

Name: Chris Gillmore

Title: Owner

Date: 2-3-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:021	Version:	1	Name:	TO APPLY FOR THE 2017 FIRE PREVENTION AND SAFETY GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY
Type:	Resolution	Status:			To Be Introduced
File created:	2/22/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 FIRE PREVENTION AND SAFETY GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY.				
Sponsors:	Grants, Fire Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 FIRE PREVENTION AND SAFETY GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, applications are now being accepted for the FY 2017 Fire Prevention and Safety grant application (FP&S); and

WHEREAS, the FP&S Program is funded at 95% by the U.S. Department of Homeland Security and a 5% local match is required; and

WHEREAS, the City of Jonesboro is seeking funding of \$25,000 for the purchase of Smoke Alarms, of which \$23,750 is federally funded and \$1,250 is local match, this assistance will provide support for the department's smoke alarm campaign.

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

SECTION 1: The Jonesboro City Council supports the submission of the 2017 application to the Fire Prevention and Safety Grant for the purchase of smoke alarms for the department's smoke alarm campaign activities.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the grant application.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal program.



Legislation Details (With Text)

File #:	RES-18:022	Version:	2	Name:	CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/22/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	MR TROPHY AND ENGRAVING				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd.

WHEREAS, Mr. Trophy & Engraving is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Mr. Trophy & Engraving is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION: That the City of Jonesboro, Arkansas shall contract with Mr. Trophy & Engraving for the sponsorship of one outfield sign at the Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A
ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Mr. Trophy & Engraving** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **5th** Day of **March, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2018**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2019**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 6' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (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 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 Set forth below.

BY: **Mr. Trophy & Engraving**

Name: LARRY BEANSTLEY

Title: PRESIDENT

Date: 1-31-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:023	Version:	1	Name:	CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/22/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	QUALITY FARM				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd.

WHEREAS, Quality Farm Supply is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Quality Farm Supply is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION: That the City of Jonesboro, Arkansas shall contract with Quality Farm Supply for the sponsorship of one outfield sign at the Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Quality Farm Supply** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **5th** Day of **February 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the Effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2018**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2019**.
 - A sum of **\$300.00** shall be paid on **March 5th, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed that the CITY 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 4' x 6' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.

- (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 the individual signing this Agreement below has been duly authorized to do so by its respective governing body and 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 Set forth below.

BY: **QUALITY FARM SUPPLY**

Name: Porter Hurt

Signature: Porter Hurt

Title: OWNER

Date: 7 Feb '18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:024	Version:	1	Name:	CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	2/22/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	ADAMS AND COOPER				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd.

WHEREAS, Adams and Cooper Plumbing is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Adams and Cooper Plumbing is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION: That the City of Jonesboro, Arkansas shall contract with Adams and Cooper Plumbing for the sponsorship of one outfield sign at the Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Adams and Cooper Plumbing (SPONSOR) and the City of Jonesboro (CITY), on this 5th Day of February, 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **February 5th, 2018**.
A sum of **\$300.00** shall be paid on **February 5th, 2019**.
A sum of **\$300.00** shall be paid on **February 5th, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (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 4' x 8' sign to be placed for SPONSOR'S on Miracle League 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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 and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (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 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 Set forth below.

BY: **Adams and Cooper Plumbing**

Name: Christy Harris

Title: Vice President

Date: 2-6-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:027	Version:	1	Name:	TO APPLY FOR THE BLUE AND YOU FOUNDATION MINI GRANT APPLICATION
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/22/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE BLUE AND YOU FOUNDATION MINI GRANT APPLICATION				
Sponsors:	Community Development, Grants				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE BLUE AND YOU FOUNDATION MINI GRANT APPLICATION

WHEREAS, applications are now being accepted for the Blue and You Foundation Mini Grants; and

WHEREAS, the amount of the grant is up to \$1,000 with no match requirement for the City of Jonesboro; and

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

SECTION 1: The Jonesboro City Council supports the submission of Blue and You Mini Grant Applications.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the grant application.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal program.



Legislation Details (With Text)

File #: RES-18:028 **Version:** 1 **Name:** ESTABLISH TWO PART TIME MEDICAL DIRECTOR POSITIONS FOR THE CITY OF JONESBORO

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

File created: 2/22/2018 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO ESTABLISH TWO PART TIME MEDICAL DIRECTOR POSITIONS FOR THE CITY OF JONESBORO

Sponsors: Police Department

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ESTABLISH TWO PART TIME MEDICAL DIRECTOR POSITIONS FOR THE CITY OF JONESBORO

WHEREAS, THE CITY OF JONESBORO WOULD LIKE TO ESTABLISH TWO PART TIME MEDICAL DIRECTOR POSITION WITHIN THE POLICE DEPARTMENT TO SATISFY GRANTS AND OTHER DEPARTMENTAL REQUIREMENTS.

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

Section 1: THE CITY OF JONESBORO ESTABLISHES TWO PART TIME MEDICAL DIRECTOR POSITIONS FOR THE CITY OF JONESBORO.