



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Safety Council Committee

Tuesday, October 20, 2009

5:15 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-09:099](#) Minutes for the Public Safety Committee meeting on September 15, 2009.

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-09:127](#) A RESOLUTION TO CONTRACT WITH LINEBARGER GOGGAN BLAIR AND SAMPSON, LLP FOR THE COLLECTION OF DELINQUENT WARRANTS FOR THE CITY OF JONESBORO

Sponsors: Police Department

Attachments: [Contract](#)

[Contract - PDF](#)

[RES-09:145](#) RESOLUTION TO CHANGE THE SPEED LIMIT ON KATHLEEN STREET AS RECOMMENDED BY THE PERMANENT TRAFFIC CONTROL REVIEW COMMITTEE

Sponsors: Police Department

4. Pending Items

Vector Disease Control

mosquito report

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-09:099 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/29/2009 **In control:** Public Safety Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Safety Committee meeting on September 15, 2009.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title

Minutes for the Public Safety Committee meeting on September 15, 2009.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, September 15, 2009

6:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

Present 5 - Ann Williams; Jim Hargis; John Street; Darrel Dover and Mikel Fears

2. New Business

Ordinances To Be Introduced

ORD-09:061 AN ORDINANCE TO AMEND THE 2009 BUDGET TO APPROPRIATE FUNDS FOR THE 2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE FEDERAL GRANTS FUND AND TO DECLARE AN EMERGENCY

Sponsors: Mayor's Office

A motion was made by Councilman Darrel Dover, seconded by Councilman Jim Hargis, that this Ordinance be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis; John Street; Darrel Dover and Mikel Fears

ORD-09:066 AN ORDINANCE TO AMEND THE 2009 ANNUAL BUDGET TO INCREASE THE POLICE BUDGET BY \$1,174,447 TO PAY FOR ESTIMATED BILLING FOR 2009 AND FIVE MONTHS OF DELAYED BILLS FROM 2008

Sponsors: Police Department and Finance

Councilman Dover inquired if this ordinance would get the Police Department caught up. Mayor Perrin answered yes, it will get the Police Department caught up for the year. He added the new contract started in August and will be signed tomorrow.

A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this Ordinance be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis; John Street; Darrel Dover and Mikel Fears

ORD-09:067 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN INCINERATOR FROM WASTE REDUCTIONS TECHNOLOGIES, LLC

Sponsors: Mayor's Office and Sanitation

Attachments: [WRT letter](#)
 [Jonesboro Contract for Purchase of Waste Incinerator \(5\)](#)
 [Jonesboro Terms and Warranties WASTE INCINERATOR \(4\)](#)

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this Ordinance be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis;John Street;Darrel Dover and Mikel Fears

Resolutions To Be Introduced

RES-09:135 A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR 2009 SAFE ROUTES TO SCHOOL PROGRAM (SRTS) FOR THE CITY OF JONESBORO

Sponsors: Mayor's Office

A motion was made by Councilman John Street, seconded by Councilman Mikel Fears, that this Resolution be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis;John Street;Darrel Dover and Mikel Fears

RES-09:142 A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

Sponsors: Mayor's Office

Attachments: [jail bill agreement](#)

Councilman Street commended Mayor Perrin and Police Chief Michael Yates for the work they did concerning the jail bill.

A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this Resolution be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis;John Street;Darrel Dover and Mikel Fears

RES-09:143 A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY TO AND ACCEPTANCE OF REAL PROPERTY FROM JONESBORO CITY WATER AND LIGHT FOR THE PURPOSE OF PROVIDING A SITE FOR THE PARKS DEPARTMENT AND CEMETERY SEXTON

Sponsors: Mayor's Office

A motion was made by Councilman Darrel Dover, seconded by Councilman Mikel Fears, that this Resolution be Recommended to Council. The motion CARRIED by a Voice Vote.

Aye: 4 - Jim Hargis;John Street;Darrel Dover and Mikel Fears

3. Adjournment

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

Aye: 4 - Jim Hargis;John Street;Darrel Dover and Mikel Fears



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-09:127 **Version:** 3 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 8/17/2009 **In control:** Public Safety Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH LINEBARGER GOGGAN BLAIR AND SAMPSON, LLP FOR THE COLLECTION OF DELINQUENT WARRANTS FOR THE CITY OF JONESBORO
Sponsors: Police Department
Indexes:
Code sections:
Attachments: [Contract](#)
[Contract - PDF](#)

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH LINEBARGER GOGGAN BLAIR AND SAMPSON, LLP FOR THE COLLECTION OF DELINQUENT WARRANTS FOR THE CITY OF JONESBORO

BODY

WHEREAS, City of Jonesboro has determined that contracting with an outside entity that specialized in the collection of fines on outstanding warrants will be of benefit; and

WHEREAS, Linebarger Goggan Blair and Sampson, LLP is in the business of providing a specialized collection service for outstanding warrants that may prove to be effective and compliment City of Jonesboro in the collection of fines on delinquent warrants, and

WHEREAS, Linebarger Goggan Blair and Sampson, LLP has evidenced a willingness to implement it collection system for City of Jonesboro and will charge a collection fee to City of Jonesboro equal to 22.5 percent of all monies actually collected on all referred pre-2007 warrant accounts, and

WHEREAS, City of Jonesboro, Arkansas has reviewed the contract by Linebarger Goggan Blair and Sampson, LLP for the collection of delinquent warrants.

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

Section 1: The City Council of the City of Jonesboro, Arkansas has approved the contract, and

Section 2: The City Council of the City of Jonesboro, Arkansas authorizes the Mayor and City Clerk of the City of Jonesboro to sign and enter into a contract with Linebarger Goggan Blair and Sampson, LLP for the collection of delinquent warrants.

**CONTRACT FOR COLLECTION
OF DELINQUENT WARRANTS AND ACCOUNTS**

THIS CONTRACT is made and entered into by and between the **CITY OF JONESBORO, ARKANSAS**, 515 West Washington, Jonesboro, AR 72430, acting herein by and through its governing body, hereinafter styled “**JONESBORO**”, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, hereinafter styled **FIRM**. This contract creates an attorney-client relationship between **JONESBORO** and **FIRM**.

I.

JONESBORO agrees to employ and does hereby employ **FIRM** to enforce the collection of delinquent warrants and accounts receivable (“accounts”) pursuant to the terms and conditions described in this contract. This contract supercedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

JONESBORO agrees to refer delinquent accounts to **FIRM** for collection by electronic or magnetic medium, in a format and frequency to be agreed upon by the parties. An account is considered “delinquent” as that term is defined by Arkansas Code or applicable law. It is anticipated that **JONESBORO** will forward all accounts to **FIRM** for collection when the account becomes “delinquent”, or as otherwise agreed between the parties. **JONESBORO** will provide **FIRM** with copies of, or access to, the information and documentation necessary to effectuate the services that are subject to this contract. **FIRM** shall use account information provided by **JONESBORO** for the purposes of account collection only, and shall keep all such information confidential from any third party without express written authority from **JONESBORO**. **FIRM** will provide **JONESBORO** with status reports in the frequency and manner agreed upon by the parties. Should it become necessary for **FIRM** to provide computer hardware, software, programming services and/or in-house personnel to **JONESBORO**, in order for this contract to be performed, a separate agreement and fee structure may be negotiated and agreed to in writing by both parties hereto.

III.

FIRM is to refer all payments and correspondence to **JONESBORO** as mutually agreed. **FIRM** reserves the right to return all accounts not collected within two (2) years of referral by **JONESBORO**, or such other timeframe as agreed between the parties. Accounts identified as being in bankruptcy and/or when the account holder is found to be deceased, deemed indigent or otherwise unable to pay shall be returned. Upon return of these accounts, neither party will have any obligation to the other party to this contract with regard to the returned accounts.

IV.

FIRM shall indemnify and hold JONESBORO harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of FIRM's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of JONESBORO, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of JONESBORO and FIRM, responsibility and indemnity, if any, shall be apportioned in accordance with Arkansas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

As compensation and fee for services provided pursuant to this contract, JONESBORO agrees to pay to FIRM twenty-five percent (25%) of the total amount collected on all accounts referred for collection pursuant to Section II above*. This same fee will cover the existing backlog of accounts included in the initial referral placement at the beginning of this contract, regardless of the delinquency age of the account(s). JONESBORO shall pay over fees due to FIRM on a monthly basis by check, wire transfer, or other agreed method of payment no later than the 30th day following the end of the calendar month within which the JONESBORO receives payment on the referred account from the debtor.

* During the initial one year term of this contract pursuant to Section VI below, the services described herein will be provided by FIRM to JONESBORO at a discounted fee rate of twenty-two and one-half percent (22.5%) of the total amount collected on all accounts referred for collection.

VI.

The initial term of this contract is one year, beginning _____, 200__ or on the date of the initial referral of accounts by JONESBORO to FIRM, whichever date is later, and continuing to and through _____, 200__, or one year from the date of the initial referral of accounts by JONESBORO to FIRM, whichever date is later. Following the expiration of this initial term, and in the event this contract has not been formally extended as provided for herein, this contract shall, thereafter, automatically renew and continue on an annual basis.

Prior to the natural expiration of this contract, JONESBORO may exercise its reserved option to extend the initial term of the contract for four additional one-year periods. Following the

expiration of any extended term this contract shall, thereafter, automatically renew and continue on an annual basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written notice of termination.

During the initial term of this contract either party shall have the right to terminate the same prior to its expiration; provided however, that the party giving notice shall grant the receiving party a period of thirty (30) days, from the date of written notice, the opportunity to attempt to cure any unsatisfactory terms, acts, omissions or conditions. Should the party receiving notice be found not to have remedied the unsatisfactory terms, acts, omissions or conditions to the satisfaction of the party giving notice, the party giving notice may terminate the contract.

The effective date of any termination by JONESBORO or FIRM shall be sixty (60) days from the date the notice of termination is received in writing by the receiving party; said sixty (60) day period being deemed adequate for the purpose of FIRM in winding down its affairs with regards to work in progress.

JONESBORO is entitled, but is not required, to refer additional accounts to FIRM after notice of termination has been received by FIRM. In any event, FIRM shall be entitled to payment of its fee, pursuant to Paragraph V. of this contract, for all amounts collected on referred accounts during the sixty (60) day “winding down” period and until and through the actual date of contract termination. At the end of that period, all accounts shall be returned to JONESBORO by FIRM as required by agreement of the parties or as required by law.

VII.

For purposes of sending notice under the terms of this contract, all notices from JONESBORO shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760

and

Linebarger Goggan Blair & Sampson, LLP
Attention: Scott McGlasson
819 Walnut, Suite 309
Kansas City, MO 64106

VIII.

This contract is made and is to be interpreted under the laws of the State of Arkansas. In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

IX.

The services and terms of this contract are available to other political subdivisions as allowed by applicable law.

X.

In consideration of the terms and compensation herein stated, FIRM hereby accepts said employment and undertakes performance of said contract as set-forth above.

This contract is executed on behalf of JONESBORO by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the _____day of _____, 200__.

CITY OF JONESBORO, ARKANSAS

By: _____
The Honorable Mayor Harold Perrin

ATTEST: _____
Donna Jackson, City Clerk

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: _____
For the Firm



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-09:145 **Version:** 2 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 9/17/2009 **In control:** Public Safety Council Committee
On agenda: **Final action:**
Title: RESOLUTION TO CHANGE THE SPEED LIMIT ON KATHLEEN STREET AS RECOMMENDED BY THE PERMANENT TRAFFIC CONTROL REVIEW COMMITTEE
Sponsors: Police Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title

RESOLUTION TO CHANGE THE SPEED LIMIT ON KATHLEEN STREET AS RECOMMENDED BY THE PERMANENT TRAFFIC CONTROL REVIEW COMMITTEE

body

WHEREAS, THE CURRENT SPEED LIMIT ON KATHLEEN STREET FROM THE CURVE AT THE 1500 BLOCK TO THE INTERSECTION WITH HIGHWAY 49 IS THIRTY (30) MILES PER HOUR AND;

WHEREAS, THE PERMANENT TRAFFIC CONTROL COMMITTEE RECOMMENDS THAT THE SPEED LIMIT AT THAT VICINITY NEEDS TO BE FORTY FIVE (45) MILES PER HOUR

BE IT RESOLVED, BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS TO CHANGE THE SPEED LIMIT ON KATHLEEN STREET FROM THE CURVE AT THE 1500 BLOCK TO THE INTERSECTION WITH HIGHWAY 49 FROM (30) MILES PER HOUR TO (45) MILES PER HOUR AS RECOMMENDED BY THE PERMANENT TRAFFIC CONTROL COMMITTEE