



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, September 15, 2009

6:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

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

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

ORD-09:067 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN INCINERATOR FROM WASTE REDUCTION 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 \(4\)](#)

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

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](#)

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

3. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-09:061 **Version:** 1 **Name:**
Type: Ordinance **Status:** To Be Introduced
File created: 9/1/2009 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
AN ORDINANCE TO AMEND THE 2009 BUDGET TO APPROPRIATE FUNDS FOR THE 2009
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE FEDERAL GRANTS FUND
body

WHEREAS, the City Council of the City of Jonesboro, Arkansas, has previously established the 2009 city budget through Ordinance No. 09:005; and

WHEREAS, the City of Jonesboro has been awarded grant funding in the amount of \$63,573 from the 2009 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, this grant requires no local match and covers 100% of the expenses associated with purchasing equipment to enhance safety of personnel in the Jonesboro Police Department.

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

SECTION I: The 2009 annual budget for the City of Jonesboro is amended in the amount of \$63,573 to the Federal Grants Fund.

SECTION II: It is necessary that the finances of the City of Jonesboro, Arkansas be efficiently administered and accounted for, therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-09:066 **Version:** 1 **Name:**
Type: Ordinance **Status:** To Be Introduced
File created: 9/10/2009 **In control:** City Council
On agenda: **Final action:**
Title: 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:
Indexes:
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Attachments:

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title

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

body

WHEREAS, the original budget was \$1,010,000 for 12 months of jail bill fees. However, the appropriation becomes necessary due to receiving five (5) months billing for 2008 in 2009, which the city already paid this year. The additional \$1,174,447 will be appropriated from unallocated general fund reserves to cover the cost of the total jail bill fees to be paid in 2009.

WHEREAS, the City Council of the City of Jonesboro, Arkansas has previously established the 2009 city budget through Ordinance No. 09:005. The line item budget for jail fees was \$1,010,000 to cover the anticipated cost for 12 months.

WHEREAS, the Police Department of the City of Jonesboro, Arkansas requests additional appropriations of \$1,174,447 to fund combined expected cost of remaining jail fees for 2009; and the 2008 bills already paid in 2009, due to the delayed billing process, which was not in the City's control.

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

SECTION 1: The annual 2009 budget of the City of Jonesboro is amended by the addition of \$1,174,447 for the Police Department's Jail Fees.

SECTION 2: It is further found that due to immediate need to pay bills as they are due, pursuant to a new payment agreement with Craighead County an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-09:067 **Version:** 1 **Name:**
Type: Ordinance **Status:** To Be Introduced
File created: 9/14/2009 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN INCINERATOR FROM WASTE REDUCTION TECHNOLOGIES, LLC
Sponsors:
Indexes:
Code sections:
Attachments: [WRT letter](#)
[Jonesboro Contract for Purchase of Waste Incinerator \(5\)](#)
[Jonesboro Terms and Warranties WASTE INCINERATOR \(4\)](#)

Date	Ver.	Action By	Action	Result
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title

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AN INCINERATOR FROM WASTE REDUCTION TECHNOLOGIES, LLC

body

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

SECTION 1: That the Sanitation Department of the City Of Jonesboro needs to purchase the following: An incinerator

SECTION 2: That said equipment can be purchased from Waste Reduction Technologies, LLC for the sum of \$450,000 which will be paid from the Capital Improvements Fund as approved by the Council in the 2009 budget.

SECTION 3: That the City Council in accord with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the Purchasing Agent to purchase the above described for the price set forth in Section 2 above.

SECTION 4: It is further found that due to the immediate need to acquire this equipment an emergency is declared to exist and this Ordinance being necessary for the preservation of public peace, health and safety shall take effect from and after its passage and approval.

PASSED AND ADPOTED this 15th day of September, 2009.

Contract for Purchase of Waste Incinerator

THIS AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2009 (the "**Effective Date**") by and between the following parties (hereinafter sometimes individually referred to as a "**Party**" or collectively as the "**Parties**"):

WASTE REDUCTION TECHNOLOGIES, L.L.C., a Louisiana limited liability company, whose permanent mailing address is 2222 Chatawa Avenue, Baton Rouge, Louisiana 70815 herein appearing through and represented by Riley Hagan, III, its Manager, (hereinafter referred to as "**WRT**"); and

THE CITY OF JONESBORO, ARKANSAS, whose permanent mailing address is 515 W. Washington Avenue, Jonesboro, AR, herein appearing through and represented by Harrold Perrin, its Mayor, (hereinafter referred to as "**JONESBORO**");

WITNESSETH

Whereas, WRT is in the business of manufacturing, designing, selling and installing waste incinerator products and equipment,

Whereas, JONESBORO is in the business of operating an incinerator for the processing of combustible waste materials, and

Whereas, JONESBORO desires to purchase and acquire an incinerator from WRT,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligation of the Parties herein set forth it is agreed by WRT and JONESBORO as follows:

Article One: Obligations of WRT

1.1 WRT agrees to undertake the following specific obligations and all other acts reasonably required to perform the following:

- a) WRT shall design, assemble, fabricate, install and construct a suitable incinerator at JONESBORO's location within 120 calendar days of the execution of this agreement.

- b) WRT shall provide operating manuals, instruction and adequate training for the proper operation and maintenance of the incinerator.

Article Two: Obligations of JONESBORO

2.1 JONESBORO agrees to undertake the following specific obligations and all other acts reasonably required to fulfill the listed obligations:

- a) JONESBORO agrees to provide electric service access and access to any other utilities necessary for the operation of the incinerator.
- b) JONESBORO agrees to provide an acceptable site.
- c) The Purchase Price for the incinerator is \$450,000.00, which Purchase Price is due and owed by JONESBORO to WRT upon JONESBORO's execution and delivery of this signed Agreement. JONESBORO shall pay to WRT the Purchase Price by wire transfer in the following installments: 1) \$150,000.00 upon execution of this Agreement; 2) \$150,000 upon substantial completion of the incinerator at WRT's plant; and 3) \$150,000.00 upon installation and final written acceptance of the incinerator by the Manager(s) of JONESBORO. Final written acceptance shall not be unreasonably delayed or withheld, and any commercial operation of the incinerator shall constitute written acceptance.

JONESBORO and WRT acknowledge that WRT currently has one unit in stock, subject to prior sale. Should JONESBORO wish to acquire this unit, payments #1 and #2 above will be combined and together considered the first payment for all purposes, including as referenced in Section 3.10(a), due and payable upon execution of this Agreement.

- d) JONESBORO shall obtain (with WRT's assistance) all necessary federal, state and local permits, governmental certifications and approvals for the operation of the incinerator and shall operate the incinerator in accordance with all applicable laws and regulations.

Article Three: General Provisions

3.1 Any notice to be given under this Agreement by WRT to JONESBORO or by JONESBORO to WRT shall be considered as duly given if made in writing, addressed to the other Party and mailed by registered or certified mail, postage prepaid, to the address of the other Party as first hereinabove set forth, or to such address of WRT as WRT may from time to time designate in writing, or to such address of JONESBORO as JONESBORO may from time to time designate in writing.

3.2 Unless the context otherwise requires, when used herein the singular includes the plural, and vice versa, and the masculine includes the feminine and neuter, and vice versa.

3.3 Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of the parties hereto, their successors and assigns.

3.4 Captions are inserted for convenience only and shall not be given any legal effect. Any reference to a designated "Subsection," "Section" or "Article" is to the subsection, section or article of this Agreement so designated.

3.5 This Agreement is declared to be an Arkansas contract, and all of the terms thereof shall be construed according to the laws of the State of Arkansas.

3.6 This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument. This Agreement shall not be binding until it is signed by all parties.

3.7 It is intended that each section of this Agreement shall be viewed as separate and divisible, and, in the event any section of this Agreement or portion thereof shall be held or be invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

3.8 It is specifically understood and agreed to by the parties hereto that this Agreement constitutes the entire Agreement and understanding between the parties hereto and that there have been no representations, warranties, covenants or conditions made by any Party except for those specified and contained in this Agreement. Further, the parties agree that this Agreement cannot be changed, modified, altered or terminated except in writing signed by all parties.

3.9 Each of the parties hereto specifically warrants and acknowledges that he or it has read fully this entire Agreement and understands and agrees to each provision contained herein.

3.10 In the event either Party to this agreement believes the other Party has materially breached any terms and conditions of this agreement, then the non-breaching Party shall provide the breaching Party with written notice of breach and an opportunity to cure. In the event the breach is not cured within ten days, the non-breaching Party may terminate this agreement for default and seek any and all available remedies and damages through arbitration against the breaching Party.

- a) First Payment Default: There is no cure period for the initial payment set forth in Section 2.1(c)(1), and this Agreement is of no force and effect unless the initial payment is received contemporaneously with the executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of which shall have the force and effect of an original, in the presence of the undersigned competent witnesses on the date set forth below their names, effective as of the Effective Date

WITNESSES:

Waste Reduction Technologies, LLC

By: _____

Riley Hagan, III,
Its Manager

Date: _____

THE CITY OF JONESBORO, ARKANSAS

By _____

Harold Perrin

ATTEST: _____

Donna Jackson, City Clerk

Date: _____

ADDENDUM to CONTRACT of PURCHASE of WASTE INCINERATOR

Vendor: Waste Reduction Technologies, L.L.C

Purchaser: The City of Jonesboro

Date: _____

TERMS AND CONDITIONS OF SALE

1. **Applicable Law- Definitions:** The interpretation of these Terms and Conditions of Sale (the “**Terms**”), the foregoing “Contract of Purchase of Waste Incinerator” (the “**Contract of Purchase**”), and the rights of the parties hereto shall be construed under and governed by the laws of the State of Arkansas, U.S.A.; “**Vendor**” when used herein means Waste Reduction Technologies, L.L.C.; “**Purchaser**”, when used herein means the person or entity to whom the Contract of Purchase is addressed; and “**Incinerator**” means the waste incinerator and associated equipment, parts, components materials and services described in the Contract of Purchase.
2. **Agreement:** When accepted, these Terms, together with the Contract of Purchase, represent the entire agreement of the parties and supersede any prior drafts or discussions. These Terms and the Contract of Purchase may not be amended, and any rights or obligations created hereunder or in the Contract of Purchase may not be waived or altered, except by an instrument in writing signed by both Vendor and Purchaser. In the event of any conflict between the Contract of Purchase and these Terms, these Terms shall control.
3. **Acceptance:** The Contract of Purchase and these Terms are Vendor’s offer of sale of the Incinerator and may only be accepted by Purchaser in conformity with the terms set forth herein. This offer may be accepted by Purchaser by acceptance of the Incinerator or by executing the Contract of Purchase in the space provided thereon. Acceptance is expressly made conditional to Purchaser's assent solely to the terms and conditions contained in these Terms and in the Contract of Purchase, and acceptance of any part of the Incinerator delivered by Vendor shall be deemed to constitute such assent by Purchaser. Vendor rejects all additional or different terms proposed by Purchaser or not contained in the Terms or the Contract of Purchase. No waiver, alteration or modification of, or additions to the terms and conditions contained herein or in the Contract of Purchase shall be binding unless expressly agreed to in writing, as set forth in Paragraph 2, above.
4. **Price and Terms of Payment:** Unless otherwise specified in writing by Vendor, the price of the Incinerator and the terms of payment for the Incinerator will be those prices and terms of payment set forth herein and/or in the Contract of Purchase. Vendor's prices do not include sales, use, or similar taxes. Purchaser shall be responsible for all sales, use, or similar taxes, unless Purchaser provides Vendor with a valid tax exemption certificate acceptable to the relevant taxing authorities. All payments shall be by certified check or bank transfer. If Purchaser fails to abide by any term of payment, Vendor may, at its sole discretion, and in addition to and without limitation of any other rights and remedies available to Vendor, either terminate any agreement between Vendor and Purchaser, or suspend any further deliveries to Purchaser until Purchaser cures any and all defaults of these Terms or the Contract of Purchase.
5. **Delivery:** Title and risk of loss or damage for the Incinerator shall pass to Purchaser upon acceptance and installation. When any delay in delivery or any performance hereunder is caused by Purchaser or a Force Majeure, as defined herein, Vendor shall be reimbursed for the time and expenses, per Vendor's standard rates, caused by such delay.

6. **Force Majeure:** Vendor shall not be liable for any failure to perform obligations under any agreement with Purchaser if prevented to do so by a cause beyond the reasonable control and without the fault or negligence of such party. Without limiting the generality of the foregoing, such causes include, but are not limited to, acts of God, the public enemy, fires, floods, storms, epidemics, earthquakes, riots, civil disobedience, acts of terrorism, embargoes, strikes or other acts of workmen, casualties or accidents resulting in the delay of any deliveries, shortages of vehicles, shortages or fuel, shortages of power, shortages of labor, shortages of material, war or war-like operations, or restraint of government. Both parties have an obligation to immediately notify the other in writing of an event of Force Majeure, which would prevent or delay its performance. Said notice shall contain a description of the Force Majeure and the expected period of delay.

7. **Limited Warranty:**

- A. Vendor will, in its sole discretion, repair or replace any Incinerator identified in the Contract of Purchase that were manufactured by Vendor and found, within a period of one (1) year following the date of acceptance of the Incinerator to the F.O.B. shipping point, to be defective in materials or workmanship.
- B. Vendor does not warrant any Incinerator, equipment, materials, or products of any kind supplied, but not manufactured, by Vendor. However, the manufacturer's warranty, if any, on such equipment, materials, or products shall be assigned to Purchaser upon acceptance of these Terms and the Contract of Purchase. On any such Incinerator, equipment, materials, or products, Vendor makes no separate or additional express or implied warranties. Vendor, at its sole discretion and without assuming any obligation, may act as a mediator between the manufacturer and the Purchaser in the event of a warranty dispute.
- C. Vendor's obligations hereunder are subject to the following conditions:
 - i. Purchaser must notify Vendor in writing of any defect within thirty (30) days after such defect becomes apparent. In such writing, Purchaser must provide all available particulars in connection with the defect.
 - ii. Purchaser must grant Vendor reasonable access to the location of the Incinerator to allow Vendor the opportunity to assess the condition of the Incinerator.
 - iii. Purchaser must have installed (if applicable), operated and maintained all of the Incinerator, including those Incinerator or any portion thereof that do not contain any defect, strictly in accordance with Vendor's installation, operating, and maintenance instructions.
 - iv. The defect was caused solely by faulty materials or workmanship for which Vendor was responsible, and was not due to any other cause, including, but not limited to, erosion, corrosion, damage or deterioration resulting from the installation, operation, or maintenance of the equipment not in accordance with Vendor's instructions, accident, damage during shipping, neglect, misuse or abuse, overuse, unauthorized modifications or repairs, improper storage, ingestion of foreign materials, exposure to natural disaster, inclement weather or any other detrimental or potentially detrimental conditions, or failure to make the defective Incinerator available to Vendor or any third party authorized by Vendor to observe, repair, or replace the defective Incinerator.
- D. Should Vendor elect to repair the defective Incinerator in lieu of replacing them, Vendor, or a third party of Vendor's choice, may repair the defective Incinerator, or the defective part or system thereof, either on site, if feasible, at its facility, or at any repair center selected by Vendor in its sole discretion. Any and all costs relating to the removal,

transportation, or reinstallation of the defective Incinerator are not covered by this warranty and shall be borne by Vendor.

- E. THE FOREGOING SETS FORTH VENDOR'S ONLY OBLIGATIONS, EXCEPT AS TO TITLE, AND PURCHASER RECOGNIZES THAT ITS EXCLUSIVE REMEDY IS FOR BREACH OF THE ABOVE WARRANTY, AND HEREBY WAIVES ALL THEORIES RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES. BY ACCEPTING THE INCINERATOR, PURCHASER FURTHER RECOGNIZES THAT VENDOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHATSOEVER, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST REDHIBITORY DEFECTS, AND PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SUCH WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST REDHIBITORY DEFECTS, ARE HEREBY DENIED AND EXCLUDED. PURCHASER EXPRESSLY WAIVES THE WARRANTY OF FITNESS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF THE PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548 INCLUSIVE IN CONNECTION WITH THE INCINERATOR.
- F. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF USE, OR OTHER DAMAGES (WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER THEORIES AND WHETHER VENDOR WAS AWARE OR COULD FORESEE THAT ANY SUCH DAMAGE MIGHT ARISE) ARISING OUT OF THESE TERMS, THE CONTRACT OF PURCHASE, OR ANY AGREEMENT BETWEEN THE PARTIES HERETO, OR THE USE OF ANY INCINERATOR PROVIDED TO PURCHASER BY VENDOR. VENDOR'S SOLE OBLIGATIONS SHALL BE THE REPAIR OR REPLACEMENT OF THE INCINERATOR, SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN.

8. **Installation:**

- A. Vendor shall install the Incinerator at Purchaser's location within the period of time specified in the Contract of Purchase.
- B. Vendor shall provide operating manuals, instruction and adequate training for the proper operation and maintenance of the Incinerator.
- C. Vendor shall supervise the start up, initial operation and testing of the Incinerator and, to the extent required by governmental agencies, Vendor shall demonstrate full compliance with the attached permit. If third Party testing and verification is required for approval, this shall be at Vendor 's expense.
- D. Vendor shall be responsible for the payment of all subcontractors engaged by Vendor, if any, and all utility connections for the assembly and operation of the Incinerator. Vendor shall promptly pay for all labor and materials required for the fabrication and installation of the Incinerator and shall indemnify and hold harmless PURCHASER from any claims or liens of any unpaid vendors, laborers or subcontractors who provided any services or materials for the fabrication and installation of the Incinerator.

9. **Inventions and Patents:** Vendor grants no license by reason of any sale under any patent rights it may now own or hereafter acquire except the right to use the Incinerator sold hereby for the purpose for which they are sold under such patent rights, only as they cover said Incinerator as sold by Vendor. All drawings, novel techniques, special tooling and inventions made or acquired by Vendor or its agents or employees in the fulfillment of this Contract of Purchase shall be the property of Vendor regardless of whether any order document states a separate price item for tooling or engineering. Purchaser agrees to indemnify and hold Vendor harmless from and against any expense or loss from infringement of patents designs, specifications, or instructions in the manufacture of the Incinerator or their use in combination with other equipment or systems.

10. **Security:** Vendor reserves a security interest in the Incinerator sold hereunder and in all accessions to, replacements for, and proceeds of such equipment, until the full contract price, plus all other charges permitted hereunder, including any charges, costs or fees contemplated in the *Attorney's Fees* and *Venue and Jurisdiction* sections below, are paid in full by Purchaser. If so requested by Vendor, Purchaser shall execute all security agreements, financing statements, promissory notes and all other security documents requested by Vendor in the form determined by Vendor.

11. **Venue and Jurisdiction:** Each party irrevocably consents to the jurisdiction of the state courts located in Arkansas, and agrees that any action, suit or proceeding by or among the parties (or any of them) may be brought in any such court sitting in Arkansas, and waives any objection which it may now or hereafter have concerning jurisdiction and venue, whether based on considerations of personal jurisdiction, subject matter jurisdiction, forum non conveniens or on any other ground.

12. **Attorney's Fees:** In the event of any litigation, arbitration, judicial reference or other proceeding seeking to enforce any provision of these Terms or the Contract of Purchase, to enforce any remedy available upon default under these Terms or the Contract of Purchase, or a declaration of the rights of a Party under these Terms or the Contract of Purchase, the prevailing Party(ies) shall be entitled to recover from the other(s) such attorneys' fees and costs as may be reasonably incurred, including the cost of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation, arbitration, judicial reference or other proceeding.

13. **Sound Levels:** The combined sound or noise levels produced by individual sound generating devices, and the exposure of workmen to such, will depend on Purchaser's plant noise levels over which Vendor has no control. Therefore, Vendor makes no guarantees, warranties or representations with respect to sound levels. If, after the Incinerator to be furnished hereunder are installed, it is determined that the system does not meet the maximum permissible sound levels or exposures, or that changes in OSHA requirements necessitate equipment modifications or additions, Vendor shall assist Purchaser in designing and providing equipment and materials required, provided that Purchaser agrees to pay the charges for this additional work and equipment.

14. **Design Criteria:** Vendor's Contract of Purchase is based upon design criteria supplied by Purchaser and Vendor assumes no responsibility for the accuracy of such criteria. Purchaser recognizes, and the parties hereto intend, that Vendor shall not be obligated to meet its performance guarantee hereunder if the actual design conditions are found to be different from those upon which Vendor's Contract of Purchase is based.

15. **Additions or Changes in the Work:** Purchaser agrees to pay Vendor reasonable charges for any additional work outside the scope of these Terms, the Contract of Purchase, or any agreement arising therefrom, regardless of the reason such additions or changes become necessary or are requested. However, said changes shall not be compensable unless authorized in writing.

16. **Termination and Cancellation:** In the event that Purchaser terminates or cancels all or any portion of its order, Purchaser shall compensate Vendor for all costs and expenses already incurred including, but not limited to, the price of any Incinerator or services required to fill said order already committed to by Vendor, a pro rata portion of the contract price representing work completed prior to such termination or cancellation and a reasonable allowance for overhead and profit.

17. **Miscellaneous:**

- A. These Terms and the Contract of Purchase, if accepted by Purchaser represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof and cannot be amended, supplemented or modified except in writing signed by the party against whom the enforcement of any such amendment, supplement or modification is sought. In the event of any conflict between the Contract of Purchase and these Terms, these Terms shall control.

- B. Failure of Vendor at any time or times to require performance of any provision of these Terms or the Contract of Purchase shall in no manner affect its right to enforce the same, and a waiver by Vendor of any breach of any provision of these Terms or the Contract of Purchase shall not be construed to be a waiver by Vendor of any succeeding breach of such provision or a waiver by Vendor of any breach of any other provision.

- C. The rights, privileges, duties and obligations covered herein, including the transactions and agreements covered and contemplated hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided, however, Purchaser may not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of Vendor, and any purported and attempted assignment without such written consent shall be null and void *ab initio*.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-09:135 **Version:** 2 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 9/1/2009 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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
Indexes:
Code sections:
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Title

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

Body

WHEREAS, applications are now being accepted for the Safe Routes to School Program for 2009; and

WHEREAS, the City of Jonesboro, Arkansas has developed a collaboration with the Valley View Public Schools, Nettleton Public Schools and Jonesboro Public Schools seeking to improve routes to school for children; and

WHEREAS, the Safe Routes to School Program requires no match by the City of Jonesboro and is funded 100% by the Arkansas State Highway and Transportation Department; and

WHEREAS, the City of Jonesboro, Arkansas, is seeking funds in the 2009 application period for sidewalk improvements to increase pedestrian safety around schools.

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

SECTION 1: That the Jonesboro City Council supports the submission of the application to the 2009 Safe Routes to School Program for sidewalk improvements to increase pedestrian safety around schools.

Sections 2: That the Mayor, Harold Perrin, is hereby authorized as the individual with the authority to sign documents necessary to effectuate this process.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-09:142 **Version:** 1 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 9/10/2009 **In control:** Public Safety Council Committee
On agenda: **Final action:**
Title: A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY
Sponsors: Mayor's Office
Indexes:
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title
A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

body

WHEREAS, Craighead County, Arkansas operates a detention facility, and

WHEREAS, the City of Jonesboro desires to house prisoners at said facility, and

WHEREAS, the City of Jonesboro desires to establish a fixed monthly rate to insure fiscal stability.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro that;

SECTION 1: The City of Jonesboro shall enter into an Intergovernmental Agreement establishing a monthly rate for jail fees as follows:

August 1 - December 31, 2010 in amount of \$133,174.00 per month
January 1, 2011-December 31, 2011 in amount of \$137,169.22 per month
January 1, 2012-December 31, 2012 in amount of \$141,284.29 per month
January 1, 2013-December 31, 2013 in amount of \$145,522.81 per month

SECTION 2: Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JONESBORO, ARKANSAS AND THE COUNTY OF CRAIGHEAD, ARKANSAS FOR KEEPING PRISONERS OF THE CITY OF JONESBORO IN THE CRAIGHEAD COUNTY DETENTION CENTER

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2009, by and between the City of Jonesboro, Arkansas ("Jonesboro") and the County of Craighead, Arkansas (Craighead").

WHEREAS, Craighead County, through its Sheriff's Department, provides a detention facility for the housing of prisoners and

WHEREAS, Jonesboro desires to house certain of its prisoners in the Craighead County detention facility; and

WHEREAS, Craighead is required by Arkansas Code Annotated 12-41-503 to house Jonesboro prisoners subject to the terms and conditions of Arkansas Code Annotated 12-41-503 and pursuant to this Agreement; and

WHEREAS, pursuant to Arkansas Code Annotated 12-41-506, Craighead and Jonesboro are authorized to enter into this intergovernmental agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Purpose and Security Provided. The purpose of this Agreement is to establish a formal binding relationship between Craighead County and Jonesboro for the detention of persons charged with, or convicted of violations of state or local law, or held as material witnesses at the Craighead County detention facility. Craighead County agrees to accept and provide for the secure custody, care and safe-keeping of Jonesboro prisoners in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Craighead County detention facility. Craighead further agrees to make available to Jonesboro spaces inside the Craighead detention facility currently utilized by Craighead for bond hearings and inmate interviews for use by Jonesboro for bond hearings and inmate interviews. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces.

2. Period of Performance. This Agreement shall be in effect from August 1, 2009 through December 31, 2013 or until terminated as hereinafter provided. However, the parties hereto may extend this agreement upon terms and conditions mutually agreed upon prior to its expiration.

3. Payment Rate. Payments shall be made monthly by the City of Jonesboro to Craighead County according to the following schedule:

August 1, 2009-December 31, 2010 in amount of \$133,174.00 per month
January 1, 2011-December 31, 2011 in amount of \$137,169.22 per month

January 1, 2012-December 31, 2012 in amount of \$141,284.29 per month
January 1, 2013-December 31, 2013 in amount of \$145,522.81 per month

4. Craighead County shall not refuse any lawfully arrested inmate of the City of Jonesboro and shall give priority to prisoners from those municipalities within Craighead County over those from other counties pursuant to State law. Further, the respective duties of the Jonesboro Police Department and the Craighead County Sheriff's Department as currently conducted will not change, due to this agreement.

5. Miscellaneous. This Agreement constitutes the entire Agreement between the parties, and supersedes any county ordinance establishing fees for housing of prisoners, during the term of this agreement or any extension thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF CRAIGHEAD, ARKANSAS

CITY OF JONESBORO, ARKANSAS

BY: _____

BY: _____

COUNTY JUDGE DALE HAAS

MAYOR HAROLD PERRIN

ATTEST: _____

ATTEST: _____

NANCY NELMS
CRAIGHEAD COUNTY CLERK

DONNA JACKSON
JONESBORO CITY CLERK



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-09:143 **Version:** 1 **Name:**
Type: Resolution **Status:** To Be Introduced
File created: 9/10/2009 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
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

body
WHEREAS, Jonesboro City Water and Light is the owner of approximately 2 acres of commercial property located at 3009 Dan Avenue which appraised for \$361,000; And

WHEREAS, the City of Jonesboro is the owner of property located at 4600 E. Highland (Old Fire Station No. 3) which includes one building and approximately 16 acres that appraised for \$441,000; And

WHEREAS, Jonesboro City Water and Light has expressed a willingness to accept in trade for their \$361,000 appraised property plus \$80,000 in cash the following lands currently owned by the City of Jonesboro: Old Fire Station No. 3, located at 4600 E. Highland and excess land appraised at \$441,000

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

Section 1. The Mayor and City Clerk are hereby authorized to execute all legal documents necessary to effectuate the transfer and acceptance of real property and \$80,000 cash as described herein.