



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, September 30, 2014

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-14:104](#) Minutes for the Finance Committee meeting on August 26, 2014

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

[MIN-14:116](#) Minutes for the special called Finance Committee meeting on September 9, 2014

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

### 4. New Business

#### *Ordinances To Be Introduced*

[ORD-14:058](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH VISIONAIRE LIGHTING TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT

**Sponsors:** Finance

[ORD-14:060](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH M & H ELECTRIC TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT

**Sponsors:** Finance

#### *Resolutions To Be Introduced*

[RES-14:139](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A PUBLIC INFORMATION SPECIALIST IN THE POLICE DEPARTMENT

**Sponsors:** Police Department and Finance

**Attachments:** [Public Information Specialist](#)

- RES-14:142** A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Vance Construction](#)
- RES-14:143** A RESOLUTION TO CONTRACT WITH CURTIS CHIROPARTIC AND WELLNESS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Curtis Chiropratic and Wellness Center](#)
- RES-14:144** A RESOLUTION TO CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Craighead County Jonesboro Public Library](#)
- RES-14:145** A RESOLUTION TO CONTRACT WITH AIR EVAC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Air Evac](#)
- RES-14:146** A RESOLUTION TO CONTRACT WITH CURTIS CHIROPRACTIC AND WELLNESS CENTER FOR SPONSORSHIP OF TWO SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Curtis Chiropratic and Wellness Center \(2\)](#)
- RES-14:147** A RESOLUTION TO CONTRACT WITH AMY LONG PHOTOGRAPHY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Amy Long Photography](#)
- RES-14:148** A RESOLUTION TO CONTRACT WITH ACME PEST CONTROL FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Acme Pest Control](#)
- RES-14:149** A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEARD DOOR FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX  
**Sponsors:** Parks & Recreation  
**Attachments:** [Jonesboro Overhead Door](#)
- RES-14:150** RESOLUTION OF THE CITY COUNCIL OF JONESBORO, ARKANSAS, CERTIFYING

LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706 (d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

**Sponsors:** Mayor's Office

**RES-14:152** A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT THE MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Waddell, Jones, Cole PLLC](#)

**RES-14:153** A RESOLUTION TO CONTRACT WITH MARIE WILLIS FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Marie Willis](#)

**RES-14:154** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 5601 E. NETTLETON AVE., JONESBORO, ARKANSAS TO CITY WATER AND LIGHT

**Sponsors:** Mayor's Office

**Attachments:** [Building Facilities Minutes Sept. 15, 2014](#)

[Agreement to Purchase and Sell Real Property](#)

[Map Nettleton Ave](#)

**RES-14:156** A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

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

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-14:104    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/27/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on August 26, 2014  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on August 26, 2014



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Finance & Administration Council Committee

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Tuesday, August 26, 2014

4:00 PM

Municipal Center

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### 1. Call To Order

*Mayor Perrin was unable to attend.*

### 2. Roll Call by City Clerk Donna Jackson

**Present** 3 - Ann Williams; John Street and Darrel Dover

**Absent** 2 - Charles Coleman and Todd Burton

### 3. Approval of minutes

**MIN-14:088** Minutes for the Finance Committee meeting on July 22, 2014

Attachments: [Minutes](#)

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams; John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

**MIN-14:091** Minutes for the special called Finance Committee meeting on August 5, 2014

Attachments: [Minutes](#)

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams; John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

**MIN-14:097** Minutes for the special called Finance Committee meeting on August 19, 2014

Attachments: [Minutes](#)

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the**

following vote.

**Aye:** 3 - Ann Williams; John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

#### 4. New Business

##### *Ordinances To Be Introduced*

**ORD-14:048** AN ORDINANCE AUTHORIZING A CITY COUNCIL MEMBER TO DO BUSINESS WITH THE CITY OF JONESBORO

**Sponsors:** Mayor's Office

*Chief Financial Officer Ben Barylske explained the Rockefeller Foundation funds Councilman Rennell Woods' job at a school and they also fund projects with the City. He added Councilman Woods is not doing any work for the City.*

*Councilman Street asked if the Mayor had a problem with this. Mr. Barylske answered the Mayor is the one who put this ordinance in.*

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams; John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

##### *Resolutions To Be Introduced*

**RES-14:121** RESOLUTION TO AUTHORIZE A CONTRACT WITH DISABLED AMERICAN VETERANS, CHAPTER 26 FOR TRANSPORTATION OF LOCAL VETERANS

**Sponsors:** Mayor's Office

**Attachments:** [PUBLIC SERVICE CONTRACT BETWEEN THE CITY OF JONESBORO AN](#)

*Mr. Barylske stated the City budgets for this every year and this helps buy vans. He added the City also does a public service contract with them. This was budgeted last year, but they didn't draw their money last year so the City will account for the \$5,000 in the cleanup ordinance.*

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams; John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

**RES-14:129** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE AND ACCEPT THE 2014 JAG GRANT

**Sponsors:** Grants

**Attachments:** [AWARD REPORT.pdf](#)  
[MOU signed by both](#)  
[Budget Narrative.pdf](#)  
[JAG 14 Signed Resolution](#)

*Grants Administrator Heather Clements explained the City had previously asked for approval to apply for this grant for tasers and body cameras for the Police Department in the amount of \$30,241. She added the City has received the grant in full and it requires no match from the City.*

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams, John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton

## **5. Pending Items**

## **6. Other Business**

**COM-14:069** City of Jonesboro, Arkansas Federal Grants Independent Auditor's Report and Financial Statements. December 31, 2013

**Sponsors:** Finance

**Attachments:** [Jonesboro 2013 A133](#)  
[2013 Management Representation letter](#)  
[2013 Governance letter](#)

*Mr. Barylske noted if the City spends more than \$500,000 in federal expenditures for grant money they are required to do this audit. He added the audit had no findings.*

*Chairman Dover asked if this will be on the next Council agenda. Mr. Barylske answered it is just a communication file for review.*

*Councilman Street commended the Grants Department on their hard work.*

**This item was Read.**

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 3 - Ann Williams, John Street and Darrel Dover

**Absent:** 2 - Charles Coleman and Todd Burton





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-14:116    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 9/18/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Finance Committee meeting on September 9, 2014  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on September 9, 2014



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Finance & Administration Council Committee

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Tuesday, September 9, 2014

4:00 PM

Municipal Center

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### Special Called Meeting

#### 1. Call To Order

*Mayor Perrin was also in attendance.*

#### 2. Roll Call by City Clerk Donna Jackson

**Present** 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and Todd Burton

#### 3. New Business

##### *Resolutions To Be Introduced*

**RES-14:132** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2015 STEP GRANT

**Sponsors:** Grants

**Attachments:** [2014 Agreement.pdf](#)  
[Contract Terms.pdf](#)  
[Fed Regulations.pdf](#)

*Grants Administrator Heather Clements explained the City received this grant to help with overtime for speed, DWI and seatbelt enforcement.*

*Chairman Dover asked if the car seats are the ones the police hand out to citizens for free. Ms. Clements answered yes.*

*Councilman Street inquired if the City has to contribute any funds to the grant. Ms. Clements answered the funds will be in-kind in the amount of \$70,000 and that amount is already in the budget.*

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams; John Street; Charles Coleman and Todd Burton

**RES-14:133** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO CONTRACT WITH R&B PAVING FOR THE CONSTRUCTION OF THE SIDEWALK FROM HUMAN DEVELOPMENT CENTER TO MIRACLE LEAGUE FIELD

**Sponsors:** Grants

**Attachments:** [Contract.pdf](#)  
[Letter from Debbie Eddington.pdf](#)

*Ms. Clements stated this is for the Trails for Life grant, which will allow the City to install sidewalks from the Human Development Center to the Miracle League Field. She noted the City already entered into the grant for this project and the City received estimates and R&B Paving was the lowest bidder. She added the City has approximately \$15,000 left in the grant for this project and the Human Development Center will pay the balance.*

**A motion was made by Councilwoman Ann Williams, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams;John Street;Charles Coleman and Todd Burton

#### **4. Public Comments**

#### **5. Adjournment**

**A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and Todd Burton



Legislation Details (With Text)

<b>File #:</b>	ORD-14:058	<b>Version:</b>	1	<b>Name:</b>	Agreement with Visionaire Lighting for Miracle League Project
<b>Type:</b>	Ordinance	<b>Status:</b>			To Be Introduced
<b>File created:</b>	9/17/2014	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH VISIONAIRE LIGHTING TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH VISIONAIRE LIGHTING TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT  
WHEREAS, the City of Jonesboro is building a Miracle League Field and Playground Facility for the benefit of children and adults with disabilities in the City of Jonesboro and surrounding areas; and

WHEREAS, the City held planning meetings and invited all local material and service providers to participate in this project by donating portions of their labor and/or materials; and

WHEREAS, the City has negotiated a favorable rate with Visionaire Lighting to provide lighting fixtures for the parking lot at the Miracle League Field at a discounted rate.

WHEREAS, the majority of the goods and services involved in this project have been donated, such as the general contractor, the architectural services, and the engineering services. In addition, money has been donated by businesses, organizations and the citizens of this community to fund the paid services of this project. The unique nature of this has created an exceptional situation where the competitive bidding procedure is not feasible or practical.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro that:

SECTION 1. That the City of Jonesboro shall enter into an agreement for lighting fixtures with Visionaire Lighting in the amount of \$44,615.88. That Visionaire Lighting is donating approximately \$11,461.00 in materials to the project.

SECTION 2. Due to the need to develop this project as cost effectively as possible for the citizens of this community and to utilize companies willing to donate a significant portion of their goods and/or services, and the unique nature of this project, competitive bidding would neither be feasible nor practical. As such, pursuant to the provisions of ACA 14-58-303, competitive bidding is hereby waived.

SECTION 3. That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such

documents as are necessary to effectuate the agreement.

SECTION 4. Due to the need to proceed with construction and utilize donated services as the weather permits and in order to complete this project and allow it to be enjoyed by the citizens during the fall months of 2014, an emergency is declared and this ordinance shall take effect and be in full force and effect from and after its passage and approval.



Legislation Details (With Text)

<b>File #:</b>	ORD-14:060	<b>Version:</b>	1	<b>Name:</b>	Waive bidding to authorize agreement with M&H Electric for Miracle League Project services
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH M & H ELECTRIC TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Contract, Waive competitive bidding				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH M & H ELECTRIC TO PROVIDE SERVICES FOR THE MIRACLE LEAGUE PROJECT

WHEREAS, the City of Jonesboro is building a Miracle League Field and Playground Facility for the benefit of children and adults with disabilities in the City of Jonesboro and surrounding areas; and

WHEREAS, the City held planning meetings and invited all local material and service providers to participate in this project by donating portions of their labor and/or materials; and

WHEREAS, the City has negotiated a favorable rate with M & H Electric to furnish and install wiring labor and materials at cost for the concession building and restroom building at the Miracle League Field at a discounted rate.

WHEREAS, the majority of the goods and services involved in this project have been donated, such as the general contractor, the architectural services, and the engineering services. In addition, money has been donated by businesses, organizations and the citizens of this community to fund the paid services of this project. The unique nature of this has created an exceptional situation where the competitive bidding procedure is not feasible or practical.

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

SECTION 1. That the City of Jonesboro shall enter into an agreement to furnish and install wiring labor and materials at cost for the concession building and restroom building in the amount of \$32,000. That M & H Lighting is donating approximately \$63,000 in labor and materials to the project.

SECTION 2. Due to the need to develop this project as cost effectively as possible for the citizens of this community and to utilize companies willing to donate a significant portion of their goods and/or services, and the unique nature of this project, competitive bidding would neither be feasible nor practical. As such, pursuant to the provisions of ACA 14-58-303, competitive bidding is hereby waived.

SECTION 3. That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate the agreement.

SECTION 4. Due to the need to proceed with construction and utilize donated services as the weather permits and in order to complete this project and allow it to be enjoyed by the citizens during the summer months of 2014, an emergency is declared and this ordinance shall take effect and be in full force and effect from and after its passage and approval.



Legislation Details (With Text)

<b>File #:</b>	RES-14:139	<b>Version:</b>	1	<b>Name:</b>	Add Public Information Specialist to salary plan for PD
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/16/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A PUBLIC INFORMATION SPECIALIST IN THE POLICE DEPARTMENT				
<b>Sponsors:</b>	Police Department, Finance				
<b>Indexes:</b>	Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Public Information Specialist</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A PUBLIC INFORMATION SPECIALIST IN THE POLICE DEPARTMENT  
WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, it is the belief of the Jonesboro Police Department that having this as a full time civilian position is a better use of city funds and resources and that the position of Public Information Specialist be added at a grade 112 with a salary range of \$31,747 - 47,619;

WHEREAS, the Police Department will be giving up a police officer position with the same grade and salary range. There are sufficient funds in the budget, and no additional funds need to be appropriated to effectuate this change.

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

SECTION 1: The City Salary & Administration Plan is amended by the addition of a Public Information Specialists in the Police Department at a Grade 112 with a salary range of \$31,747 - 47,619.



# **City of Jonesboro**

## **Public Information Specialist**

### **Job Description**

**Exempt:** No  
**Department:** Police  
**Reports To:** Chief of Police  
**Location:** Police Department  
**Date Prepared:** November 05, 2009  
**Date Revised:** September 12, 2014

#### **GENERAL DESCRIPTION OF POSITION**

Principal duties of this position are to coordinate all media matters for the Police Department.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Read all police reports daily and prepare reports for media and public. This duty is performed daily.
2. Respond to all media calls in a timely manner and possess ability to work with national media. This duty is performed as needed.
3. Conduct media interviews with minimal supervision. This duty is performed as needed.
4. Write press releases and conduct news conferences at the direction of the Chief. This duty is performed as needed.
5. Inform Chief and Major on all major news stories. This duty is performed as needed.
6. Public appearances and represent the Police Department in a professional manner. This duty is performed as needed.
7. Meet daily deadlines for media news cycles. This duty is performed daily.
8. Look for positive stories within the Police Department and contact media for coverage. This duty is performed daily.
9. Perform any other related duties as required or assigned.

#### **QUALIFICATIONS**

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

#### **EDUCATION AND EXPERIENCE**

Knowledge of a specialized field (however acquired), such as basic accounting, computer, etc. Equivalent of four years in high school, plus night, trade extension, or correspondence school specialized training, equal to two years of college, plus 3 years related experience and/or training. Or equivalent combination of education and experience.

**COMMUNICATION SKILLS**

Ability to write speeches and articles for publication that conform to prescribed style and format; Ability to effectively present information to top management, public groups, and/or boards of directors.

**MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide numbers. Ability to perform these mathematical skills using money and other forms of measurement.

**CRITICAL THINKING SKILLS**

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

**REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS**

Not indicated.

**PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS**

Not indicated.

**SOFTWARE SKILLS REQUIRED**

Intermediate: Presentation/PowerPoint, Word Processing/Typing  
Basic: 10-Key, Contact Management, Human Resources Systems

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

Under direction where a definite objective is set up and the employee plans and arranges own work, referring only unusual cases to supervisor.

**PLANNING**

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

**DECISION MAKING**

Performs work operations which permit frequent opportunity for decision-making of minor importance and also frequent opportunity for decision-making of major importance; the latter of which would affect the work operations of other employees and/or clientele to a moderate degree.

**MENTAL DEMAND**

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences are involved.

**ANALYTICAL ABILITY / PROBLEM SOLVING**

Directed. Supervisory and/or professional skills using structured practices or policies and directed as to execution and review. Interpolation of learned things in moderately varied situations where reasoning and decision-making are essential.

## **RESPONSIBILITY FOR WORK OF OTHERS**

The level of direct supervisory responsibility for the assignment of job duties, training, leadership, guidance, needs of employees, hiring, terminating and/or direction of the effort of others. Scoring will depend upon the number and classification of people normally supervised or directed, and the scope of complexity of the operations involved in the supervisory responsibility. (Job classification which involves no supervision will not be assigned a point value for this factor.)

No supervision.

Supervises the following departments: Not indicated.

## **RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT**

No responsibility for this factor.

## **ACCURACY**

Probable errors would not likely be detected until they reached another department, office or patron, and would then require considerable time and effort to correct the situation. Frequently, possibility of error that would affect the organization's prestige and relationship with the public to a limited extent, but where succeeding operations or supervision would normally preclude the possibility of a serious situation arising as a result of the error or decision.

## **ACCOUNTABILITY**

### **FREEDOM TO ACT**

Defined. Semi-repetitive prescribed processes and procedures with nearby supervision.

### **ANNUAL MONETARY IMPACT**

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

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

### **IMPACT ON END RESULTS**

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

## **PUBLIC CONTACT**

Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the organization.

## **EMPLOYEE CONTACT**

Contacts with other departments or offices and also frequently with individuals in middle level

positions; consulting on problems which necessitate judgment and tact in presentation to obtain cooperation or approval of action to be taken. Also, important contacts with associates as required in advanced supervisory jobs, plus frequent contact with senior level internal officials.

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

Regular use of complex machines and equipment (desktop/laptop computer and software, road and production machines and equipment, driver's license/cdl, etc.)

#### **WORKING CONDITIONS**

Normal working conditions as found within an office setting, wherein there is controlled temperature and a low noise level, plus a minimum of distractions.

#### **ENVIRONMENTAL CONDITIONS**

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

While performing the functions of this job, the employee is occasionally exposed to outdoor weather conditions, wet or humid conditions. The noise level in the work environment is usually moderate.

#### **PHYSICAL ACTIVITIES**

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

High diversity, low physical. Work activities which allow for considerable amount of diversity as an incumbent performs a variety of tasks. Such tasks might be performed from a given work area, or the individual may move about physically in performing a variety of duties.

While performing the functions of this job, the employee is continuously required to talk or hear; regularly required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms, taste or smell; and occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision; and distance vision.

#### **ADDITIONAL INFORMATION**

Not indicated.



## Legislation Details (With Text)

<b>File #:</b>	RES-14:142	<b>Version:</b>	1	<b>Name:</b>	Contract with Vance Construction for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Vance Construction</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Vance Construction is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Vance Construction is sponsoring one fence sign for the sum of \$300 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 Vance Construction for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Vance Construction (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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: **Vance Construction**  
Name: Gene Vance  
Title: President  
Date: 9/5/14

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:143	<b>Version:</b>	1	<b>Name:</b>	Contract with Curtis Chiropractic for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH CURTIS CHIROPARTIC AND WELLNESS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Curtis Chiropractic and Wellness Center</a>				

Date	Ver.	Action By	Action	Result
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**A RESOLUTION TO CONTRACT WITH CURTIS CHIROPARTIC AND WELLNESS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX**

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

WHEREAS, Curtis Chiropractic and Wellness Center is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Curtis Chiropractic and Wellness Center is sponsoring one fence sign for the sum of \$300 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 Curtis Chiropractic and Wellness Center for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Curtis Chiropractic & Wellness Center (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.
  - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
  - A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.

- (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: **Curtis Chiropractic & Wellness Center**

Name: April Curtis  
Title: Office Manager  
Date: 9/9/14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:144	<b>Version:</b>	1	<b>Name:</b>	Contract with the Public Library for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Craighead County Jonesboro Public Library</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Craighead County Jonesboro Public Library is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Craighead County Jonesboro Public Library is sponsoring one fence sign for the sum of \$300 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 Craighead County Jonesboro Public Library for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Craighead County Jonesboro Public Library (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.

- (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: **Craighead County Jonesboro Public Library**

Name: Brandi Hodges

Title: Public Relations Manager

Date: 8-10-14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:145	<b>Version:</b>	1	<b>Name:</b>	Contract with Air Evac for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH AIR EVAC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Air Evac</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH AIR EVAC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Air Evac is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Air Evac is sponsoring one fence sign for the sum of \$300 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 Air Evac for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Air Evac (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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: Air Evac  
Name: *Chris M. King*  
Title: Memberships Manager  
Date: 9/16/14

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:146	<b>Version:</b>	1	<b>Name:</b>	Contract with Curtis Chiropractic for scoreboard signs at Southside Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH CURTIS CHIROPRACTIC AND WELLNESS CENTER FOR SPONSORSHIP OF TWO SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Curtis Chiropractic and Wellness Center (2)</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH CURTIS CHIROPRACTIC AND WELLNESS CENTER FOR SPONSORSHIP OF TWO SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX  
WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Curtis Chiropractic and Wellness Center is seeking sponsorship recognition on one fence sign at Southside Softball Complex; and

WHEREAS, Curtis Chiropractic and Wellness Center is sponsoring one fence sign for the sum of \$300 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 Curtis Chiropractic and Wellness Center for the sponsorship of one fence 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 Curtis Chiropractic & Wellness Center (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.
  - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
  - A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.

- (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: **Curtis Chiropractic & Wellness Center**

Name: April Curtis  
Title: Office Manager  
Date: 9/9/14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:147	<b>Version:</b>	1	<b>Name:</b>	Contract with Amy Long Photography for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH AMY LONG PHOTOGRAPHY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Amy Long Photography</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH AMY LONG PHOTOGRAPHY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Amy Long Photography is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Amy Long Photography is sponsoring one fence sign for the sum of \$300 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 Amy Long Photography for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Amy Long Photography (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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: **Amy Long Photography**

Name: Amy Long

Title: Owner

Date: 9-15-14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:148	<b>Version:</b>	1	<b>Name:</b>	Contract with Acme Pest Control for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH ACME PEST CONTROL FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Acme Pest Control</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH ACME PEST CONTROL FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Acme Pest Control is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Acme Pest Control is sponsoring one fence sign for the sum of \$300 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 Acme Pest Control for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Acme Pest Control (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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: **Acme Pest Control**

Name: TAZ C. Tyrone

Title: President

Date: 9-10-14



CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:149	<b>Version:</b>	1	<b>Name:</b>	Contract with Jonesboro Overhead Door for fence sign at Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/18/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEARD DOOR FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Jonesboro Overhead Door</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEARD DOOR FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

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

WHEREAS, Jonesboro Overhead Door is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Jonesboro Overhead Door is sponsoring one fence sign for the sum of \$300 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 Jonesboro Overhead Door for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Jonesboro Overhead Door (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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 Overhead Door**

Name: *Gene Varnum*

Title: *President*

Date: *9/5/14*

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:150	<b>Version:</b>	1	<b>Name:</b>	Tax Back Program for TrinityRail
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/19/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>	9/23/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION OF THE CITY COUNCIL OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706 (d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Tax Back Program				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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RESOLUTION OF THE CITY COUNCIL OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706 (d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003). WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use tax as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, TRINITYRAIL MAINTENANCE SERVICES, INC. located at 3100 Trinity Drive, Jonesboro, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from an expansion and adding machinery and equipment to the specific facility; and

WHEREAS, TRINITYRAIL MAINTENANCE SERVICES, INC., has agreed to furnish the local government all necessary information for compliance.

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

1. TRINITYRAIL MAINTENANCE SERVICES, INC. be endorsed by the City Council of Jonesboro, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706 (d) of the Consolidated Incentive Act of 2003.

2. The Department of Finance and Administration is authorized to refund local sales and use taxes to

TRINITYRAIL MAINTENANCE SERVICES, INC.

3. This resolution shall take effect immediately.



## Legislation Details (With Text)

<b>File #:</b>	RES-14:152	<b>Version:</b>	1	<b>Name:</b>	Contract with Waddell, Jones, Cole for fence sign at the Miracle League Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT THE MIRACLE LEAGUE COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Waddell, Jones, Cole PLLC</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT THE MIRACLE LEAGUE COMPLEX

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

WHEREAS, Waddell, Jones, Cole PLLC is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Waddell, Jones, Cole PLLC is sponsoring one fence sign for the sum of \$300 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 Waddell, Jones, Cole PLLC for the sponsorship of one fence sign at Miracle League 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  
MIRACLE LEAGUE COMPLEX

This agreement is made by and between WADDELL, COLE & JONES, PLLC (SPONSOR) and the City of Jonesboro (CITY), on this 22nd Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.
  - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
  - A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.



- (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: **WADDELL, COLE & JONES, PLLC**  
Name: Jeff W. Waddell  
Title: President  
Date: 9/17/14

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:153	<b>Version:</b>	1	<b>Name:</b>	Contract with Marie Willis for fence sign at Southside Complex
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH MARIE WILLIS FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Marie Willis</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH MARIE WILLIS FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Marie Willis is seeking sponsorship recognition on one fence sign at Southside Softball Complex; and

WHEREAS, Marie Willis is sponsoring one fence sign for the sum of \$300 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 Marie Willis for the sponsorship of one fence 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 Marie Willis (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.  
A sum of **\$300.00** shall be paid on **October 1st, 2015**.  
A sum of **\$300.00** shall be paid on **October 1<sup>st</sup>, 2016**.
- (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: **Marie Willis**

Name: Marie Willis

Title: Realtor, Caldwell Banker Village

Date: 9-10-14 Communities

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:154	<b>Version:</b>	1	<b>Name:</b>	Sale of property at 5601 E. Nettleton to CWL
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/24/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 5601 E. NETTLETON AVE., JONESBORO, ARKANSAS TO CITY WATER AND LIGHT				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Property sale				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Building Facilities Minutes Sept. 15, 2014</a> <a href="#">Agreement to Purchase and Sell Real Property</a> <a href="#">Map Nettleton Ave</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 5601 E. NETTLETON AVE., JONESBORO, ARKANSAS TO CITY WATER AND LIGHT

WHEREAS, the City of Jonesboro, Arkansas desires to sell and did advertise the property at 5601 E. Nettleton Ave. for sell; and

WHEREAS, City Water and Light desires to purchase the property located at 5601 E. Nettleton Ave., owned by the City of Jonesboro, Arkansas and being more described as follows, to wit:

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 4 East, more particularly described as follows: Commence at the Southeast corner of said Northeast Quarter of the Southeast Quarter; thence North 1° 06' East 378.8 feet to the South and West right of way line of U.S. Highway #63; thence North 43° 35' West along said right of way line 725.4 feet to the point of beginning proper; thence South 46° 25' West 200 feet; thence North 43° 35' West 205 feet; thence North 46° 25' East 200 feet to the South and West right of way line of U.S. Highway #63; thence South 43° 35' East along said right of way line 205 feet to the point of beginning proper.

WHEREAS, it is in the best interest of the City of Jonesboro that said property be sold to City Water and Light for the sum of \$80,000.00

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 the documents necessary to complete this transaction and accept the purchase price of \$80,000.00 due and payable at the time of closing by the buyer.

**BUILDING FACILITIES COMMITTEE**  
**MON. SEPTEMBER 15, 2014 2:05 p.m.**  
**4<sup>TH</sup> FLOOR CONFERENCE ROOM**

PRESENT: Chief Kevin Miller, Keith Sanders, Gene Vance, Chief Rick Elliott, Erick Woodruff, LM Duncan, Otis Spriggs, Chrystal Glisson, Ben Barylske, Mayor Harold Perrin

The meeting was called to order by Chairman Gene Vance. Mayor Perrin discussed the Wolverine Warehouse property; stated the city now has all warranty deeds on all property. City Water and Light have made an offer for \$80,000.00 for this property. After discussion of the warehouse and what CWL has plans for it the motion was made by Keith Sanders to accept the offer of \$80,000.00 for the property. Erick Woodruff seconded the motion; motion passed unanimously.

The North Rogers Street property was discussed at length; it is for sale for \$89,000.00. This is the property that is located adjacent to the property the city currently owns on Johnson. Craig Light has requested this property be used for a retention / detention pond; which will help with the North Jonesboro projects. Currently zoned R-2; the Mayor stated he would like to make an offer subject to council approval. Otis Spriggs stated it will add value to the current property frontage already owned. Motion was made by LM Duncan to authorize the Mayor to make an offer on the property located on N. Rogers for \$50,000.00 with the authorization to go up to \$60,000.00. Chief Kevin Miller seconded the motion and the motion passed unanimously.

The Fire Station property on Wood Street was discussed to put the property up for sale. The current appraisal is \$238,000.00; there are currently several interested parties. After discussion of how to sell the property in the best way, a motion was made by Ben Barylske to advertise the property in the paper for two weeks and accept sealed bids with a minimum bid of \$238,000.00; seconded by LM Duncan. Motion passed unanimously.

The meeting adjourned at 2:39 p.m.



## AGREEMENT TO PURCHASE AND SELL REAL PROPERTY

This AGREEMENT is entered into by and between The City of Jonesboro, Arkansas ("Seller") and City Water and Light Plant of the City of Jonesboro, Arkansas ("Buyer") (Seller and Buyer collectively referred to herein as the "Parties"). It is hereby agreed:

1. Real Property: The Seller shall sell and the Buyer shall buy the real property located at 5601 E. Nettleton Avenue, including all improvements and appurtenances, in Jonesboro, Craighead County, Arkansas, more particularly described as follows:

See Attached Exhibit A

2. Purchase Price: The purchase price of the Property (the "Purchase Price") shall be the sum of Eighty Thousand and no/100 Dollars (\$80,000.00), payable by the Buyer to the Seller as follows:
- a. At the Closing, upon delivery by Seller of all documents set forth herein, the Buyer shall pay to Seller the balance of the Purchase Price after all charges and credits as described herein have been accounted for as shown on the settlement statement at Closing. The payment shall be made by cashier's check drawn on a Craighead County, Arkansas commercial bank or savings and loan association..
3. Loan and Closing Costs: Buyer's closing costs shall be paid by Buyer, and Seller's closing costs shall be paid by Seller.
4. Conveyance: Conveyance shall be made to Buyer by general warranty deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value or use of the Property.
5. Title Requirements: Seller shall furnish, at Seller's cost, a commitment to furnish an owner's title insurance policy, in the amount of the Purchase Price showing merchantable title in the Seller. If objections are made to title, Seller shall have a reasonable time (not to exceed thirty (30) days, unless extended in writing by mutual agreement of the Parties) to meet the objections. At the Closing, Seller shall furnish at Seller's cost an owner's policy of title insurance in the amount of the Purchase Price.
6. Survey: Buyer shall have the property surveyed, and the Buyer shall be responsible for paying for such survey.
7. Prorations: Taxes and special assessments for prior years and those currently due on or before Closing shall be paid by Seller. Insurance, taxes and special assessments for the current year shall be prorated as of Closing. Real estate transfer tax stamps shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller.
8. Closing Date: The Closing shall take place October 1, 2014, or such other date and at such time (the "Closing Date") as the Parties may agree but in no event later than ninety (90) days from the execution of this Agreement.

9. Possession: Possession shall be delivered to Buyer upon Seller's delivery of the deed.
10. Fixtures and Attached Equipment: Unless specifically excluded herein, all buildings, fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and equipment shall include, but not be limited to all items bolted, nailed, screwed, buried, or otherwise attached to the real property in a permanent manner.
11. Risk of Loss: Risk of loss or damage to the Property by fire or other casualty occurring up to the time of Closing is assumed by the Seller. Seller's responsibility as an owner of the Property shall cease upon Closing.
12. Captions: All captions contained in the Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof.
13. Severability: If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed amended to the extent so contrary, prohibited or invalid and the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
14. No Broker: Buyer and Seller warrant to each other that no real estate agent or broker has been employed, and each hereby agrees to indemnify the other from any and all claims for any such real estate agent's commissions or brokerage fees.
15. Contingencies: This agreement is contingent upon approval by City Water and Light's Executive Committee. If such approval is not granted, then this Agreement shall be null and void, and there shall be no further obligation between the Parties.
16. Governing Law: This Agreement shall be governed by the laws of the State of Arkansas.
17. Expiration: This offer to purchase by Buyer expires September 15, 2014 if this Agreement is not executed by Seller and delivered to Buyer on or before that time.

THE ABOVE AGREEMENT TO PURCHASE AND SELL REAL PROPERTY IS EXECUTED BY SELLER ON THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_.

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

THE ABOVE AGREEMENT TO PURCHASE AND SELL REAL PROPERTY IS EXECUTED BY BUYER ON THIS 2nd OF September, 2014.

By: Kewan Jordan



EXHIBIT A



APPROX-  
(NO SCALE)

01-144354-00500  
Acres: 0.92

5601  
E. NETTLETON  
01-144354-00400  
Acres: 0.00

144354-00101 SUBJECT  
Acres: 14.90 PROPERTY



E. NETTLETON AVE



## Legislation Details (With Text)

<b>File #:</b>	RES-14:156	<b>Version:</b>	1	<b>Name:</b>	Contract with Waddell, Jones, Cole for fence sign at Southside
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/25/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH WADDELL, JONES, COLE PLLC FOR SPONSORSHIP OF ONE FENCE SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Waddell, Cole, Jones PLLC is seeking sponsorship recognition on one fence sign at Southside Softball Complex; and

WHEREAS, Waddell, Cole, Jones PLLC is sponsoring one fence sign for the sum of \$300 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 Waddell, Cole, Jones PLLC for the sponsorship of one fence 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 **WADDELL, COLE & JONES, PLLC** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **22nd** Day of **September, 2014** (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 **(3<sup>rd</sup>)** 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 **October 1st, 2014**.
  - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
  - A sum of **\$300.00** shall be paid on **October 1st, 2016**.

- (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 forth below.

BY: **WADDELL, COLE & JONES, PLLC**  
Name: *A.W. Waddell*  
Title: *President*  
Date: *9/17/14*

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC