



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, December 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-14:143](#) Minutes for the Finance Committee meeting on November 25, 2014

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

[MIN-14:152](#) Minutes for the special called Finance Committee meeting on December 15, 2014

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

[MIN-14:153](#) Minutes for the special called Finance Committee meeting on December 16, 2014

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

### 4. New Business

#### *Resolutions To Be Introduced*

[RES-14:204](#) A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Sensational Kids Pediatric Therapy](#)

[RES-14:206](#) A RESOLUTION TO CONTRACT WITH LM DUNCAN FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [LM Duncan](#)

[RES-14:207](#) A RESOLUTION TO CONTRACT WITH YOUTH MOVE ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Youth Move Arkansas](#)

**RES-14:208** A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Life Strategies Counseling Inc](#)

**RES-14:209** A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [1016 Investments LLC \(Willadean Hogue\)](#)

**RES-14:219** A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [The Learning Center Of Northeast Arkansas](#)

**RES-14:220** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE

**Sponsors:** Grants

**Attachments:** [GIF Grant Agreement Miracle League.pdf](#)

## **5. Pending Items**

## **6. Other Business**

**COM-14:096** City of Jonesboro, Arkansas Regulatory Basis Financial Statements and Other Reports as of December 31, 2013 (Division of Legislative Audit 2013)

**Sponsors:** Finance

**Attachments:** [2013 Legislative Audit](#)

## **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-14:143    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 11/26/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on November 25, 2014  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on November 25, 2014



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Finance & Administration Council Committee

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Tuesday, November 25, 2014

4:00 PM

Municipal Center

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

### 2. Roll Call

**Present** 3 - Ann Williams; Darrel Dover and Todd Burton

**Absent** 2 - John Street and Charles Coleman

### 3. Approval of minutes

#### MIN-14:131

Minutes for the Finance Committee meeting on October 28, 2014

Attachments: [Minutes](#)

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

**Aye:** 3 - Ann Williams; Darrel Dover and Todd Burton

#### MIN-14:140

Minutes for the special called Finance Committee meeting on November 18, 2014

Attachments: [Minutes](#)

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

**Aye:** 3 - Ann Williams; Darrel Dover and Todd Burton

### 4. New Business

#### *Ordinances To Be Introduced*

#### ORD-14:070

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH ARKANSAS BLUE CROSS BLUE SHIELD TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2015

**Sponsors:** Finance

**Attachments:** [Airport Contract](#)  
[COJ contract](#)  
[COJ Prescription contract](#)  
[JURH contract](#)  
[Library contract](#)

*Chairman Dover stated the insurance premiums were increased by 2.5%. Mayor Perrin noted there is no change of benefits with the exception to the flex spending plan where some of the leftover amount can be carried over to the next year.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**ORD-14:071**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DELTA DENTAL TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2015

**Sponsors:** Finance

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

*Mayor Perrin stated there was no increase in premiums.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

*Resolutions To Be Introduced*

**RES-14:199**

RESOLUTION AUTHORIZING A CONTRACT BETWEEN JETS AND GEARHEAD OUTFITTERS, INC.

**Sponsors:** JETS

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

*Chairman Dover asked if this is same contract that is done for other companies. Mayor Perrin answered this contract is for the wrap to be in the area of the bike racks.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**RES-14:200**

RESOLUTION AUTHORIZING A CONTRACT BETWEEN JETS AND ARKANSAS STATE UNIVERSITY

**Sponsors:** JETS

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

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**RES-14:202**

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE BLUE AND YOU FOUNDATION TO RECEIVE A GRANT FOR THE CRAIGHEAD FOREST TRAIL FITNESS PROJECT

**Sponsors:** Grants

**Attachments:** [Award and Grant Agreement.pdf](#)  
[Attachment A reporting.pdf](#)  
[Application in Full.pdf](#)

*Mayor Perrin explained this grant is 100% for workout stations every ¼ mile on Craighead Forest Trail.*

*Chief Financial Officer Ben Barylske noted there is no match for the city.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**RES-14:211**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A COMMUNICATIONS DIRECTOR POSITION TO THE MAYOR'S DEPARTMENT

**Sponsors:** Mayor's Office and Human Resources

**Attachments:** [Communications Director](#)

*Chairman Dover asked if the city wants someone who has a journalism degree or background for this position. Mayor Perrin answered yes and he is currently working with someone who works in the Attorney General's Office that has knowledge of FOI and journalism.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**Absent:** 2 - John Street and Charles Coleman

**RES-14:212**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A SEX OFFENDER REGISTRATION SPECIALISTS POSITION TO THE POLICE DEPARTMENT

**Sponsors:** Police Department and Human Resources

**Attachments:** [Sex Offender Registration Specialist](#)

*Mayor Perrin discussed the job description. Councilwoman Williams inquired who is currently doing this job. Mayor Perrin answered a police officer is currently doing this, but it will be a civilian position.*

*Mayor Perrin explained they will work with the Engineering Department to have a map that will help make sure someone can live within a certain area.*

*Councilman Burton asked if this position will be needed on a full time basis. Mayor Perrin answered yes.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**Absent:** 2 - John Street and Charles Coleman

**RES-14:213**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A TRANSIT ROUTE SUPERVISOR POSITION TO THE JETS DEPARTMENT

**Sponsors:** JETS and Human Resources

**Attachments:** [Transit Route Supervisor](#)

*Mr. Barylske stated this position will promote the coordinator to a supervisor position.*

*Chairman Dover questioned if the vacant position will be replaced. Mayor Perrin answered no. He noted this is a promotion and not an additional position.*

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

**Aye:** 3 - Ann Williams;Darrel Dover and Todd Burton

**Absent:** 2 - John Street and Charles Coleman

**RES-14:214**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN OFFICE MANAGER POSITION TO THE ATTORNEY'S OFFICE

**Sponsors:** City Attorney's Office and Human Resources

**Attachments:** [Office Manager - Atty Off](#)

*Chairman Dover asked if this is just changing someone's job description. Mayor Perrin answered yes.*

**A motion was made by Councilwoman Ann Williams, seconded by Councilman Todd Burton, that this matter be Recommended to Council . The motion**

**PASSED with the following vote:**

**Aye:** 3 - Ann Williams; Darrel Dover and Todd Burton

**Absent:** 2 - John Street and Charles Coleman

## **5. Pending Items**

## **6. Other Business**

### **2015 Budget**

*Chairman Dover inquired if the committee needs to plan a working session to discuss the 2015 Budget. Mayor Perrin answered normally a time is set to meet with the alderman so they can ask questions. Councilwoman Williams explained she thinks for transparency it would be good to have a public meeting to discuss the budget. Councilman Burton noted that Councilman Street wanted department heads to be available for the meeting so questions can be asked.*

*Councilwoman Williams explained having a public meeting that includes the department heads will help them understand long term projects and future needs.*

*Mayor Perrin stated he believes all of the department heads are comfortable with their budget.*

*Discussion was held concerning information that is included in the budget.*

*Mayor Perrin noted he would like for an executive summary be put together that details the budget.*

*Discussion was held concerning various projects and how to fund them.*

*Mayor Perrin explained he will send out a survey to all of the aldermen that was done by the League of Small Cities. He added the biggest concern in the survey was transportation issues. He noted the cost to fund the transportation projects in Northeast Arkansas will be in excess of \$100 million. He further explained within the next year he will have a plan that will detail the projects he wants done within the City and he might have to ask for a sales tax to pay for them. Public hearings will be held to discuss the projects and sales tax.*

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by Councilwoman Ann Williams, seconded by Councilman Todd Burton, that this meeting be Adjourned. The motion CARRIED with the following vote:**

**Aye:** 3 - Ann Williams; Darrel Dover and Todd Burton

**Absent:** 2 - John Street and Charles Coleman





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-14:152    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 12/16/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Finance Committee meeting on December 15, 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 December 15, 2014



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Finance & Administration Council Committee

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Monday, December 15, 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

##### *Ordinances To Be Introduced*

##### [ORD-14:074](#)

AN ORDINANCE FOR THE ADOPTION OF A BUDGET FOR THE CITY OF JONESBORO, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR, ADOPTION OF THE EMERGENCY CLAUSE FOR THE EFFICIENT OPERATION OF CITY GOVERNMENT, AND FOR THE FINANCIAL CONTINUITY OF 2015, AND FOR OTHER PURPOSES.

**Sponsors:** Finance

**Attachments:** [2015 Budget](#)  
[Presentation of the 2015 budget](#)

*Chairman Dover explained if this ordinance is passed tonight, it will be placed on tomorrow's Council agenda and will be held at one reading. Then a special Council meeting will be called on December 29, 2014, to pass the budget.*

*Chief Financial Officer Ben Barylske explained the procedures that were used to develop the 2015 Budget. He then noted since the revenue streams have changed the City will allow the citizens to vote which projects are done and how they are paid for.*

*Councilman Street inquired if the department heads get to prioritize their choices. Mr. Barylske answered yes.*

*Chairman Dover asked if last year's budget versus the 2015 Budget are the same besides the loss in the Capital Improvement Fund. He then asked if the City is not cutting as much, but also not increasing as much. Mr. Barylske answered yes and the City will use a number of reserves this year and in 2016.*

*Councilman Burton asked if the budget is a guess compared to a guess. Mr. Barylske answered it is estimate and not a guess.*

*Councilman Street inquired if the salary increases reflect strictly the COLA. Mr. Barylske answered it includes the COLA and changes to administration or personnel throughout the year. He added it is rare the City goes without having to replace someone throughout the year at either a lower or higher salary. Discussion was held concerning the police department salaries.*

*Councilman Street asked if the holiday pay issue with the police department had been resolved. Mayor Perrin explained they have meet with the Fraternal Order of Police concerning this issue and also worked on a spreadsheet and the holiday pay is included in it. He added in 1987 a police officer filed suit asking that the holiday pay be included in every pay period instead of at the end of the year and doing so allows the officers to include it in LOPFI. He further explained if any police officer does not feel like the holiday pay is included he would be glad to meet with them to explain it to them. Councilman Street then inquired if Police Chief Rick Elliot is satisfied knowing the holiday pay is included. Police Chief Elliot answered this issue can be resolved with a sit down meeting and he has explained to his officers that the Mayor is willing to meet with the officers so they will understand it better.*

*Councilman Burton questioned if the E-911 reserve fund is going to go into a deficient this year. Mr. Barylske answered it is not going to go into a deficient, but it is going to go below the required minimum. He added normally he would put money into the fund, but then it restricts it to just that fund. He noted the City might be able to put some sales tax funds into the account in 2016. Mayor Perrin stated the county pays 25% of the total E-911 budget. Councilman Coleman asked if the percentage the county pays will change. Mr. Barylske answered they are currently in negotiations with the county.*

*Councilman Street asked what the basis is for the jail bill going up. Mr. Barylske answered it goes up every year. Councilman Street then inquired if court cost is less or more for the City. Mr. Barylske answered it is more for the City. Councilman Street then questioned if the City's cost is prorated. Mr. Barylske answered the City's cost is based on the cases that are held here, but the judges and clerks retirements are separate. The city has no say in whether there is an increase since it is a county office, but the City pays 70% of the cost regardless.*

*Councilman Burton inquired if the insurance cost for the employees was minimal. Mr. Barylske answered the cost increase was approximately \$5.84 per month. Councilman Burton then asked why some department's insurance amounts were different. Mr. Barylske answered it is because some of the employees changed from individual to family coverage. He added after adding the new City Hall, Police Department and Fire Station to the building insurance APERMA was able to increase the premium by only \$3.00 for the year.*

*Councilman Street asked if the City will use the legal team that was at the Municipal League meeting since they reduced their rates. Mr. Barylske answered it is hard to justify the cost because the City has good attorneys and the City cannot pull out of APERMA.*

*Discussion was held concerning tipping fees and the old landfill.*

*Councilwoman Williams asked how far above the minimum requirement for the reserve funds is the City currently at. Mr. Barylske answered the Council requires*

15% of the budgeted expenditures, but he does not think that is enough so the Mayor and himself would like to have at least 6 months of what it would cost to operate the City. He added they hope to have approximately \$30 million in reserves by the end of next year because they have numerous capital improvements projects that need to be done.

Councilman Burton inquired why the police pension is \$382,000 less this year. Mr. Barylske answered the City made changes to the old pension fund and it has benefited the City. He also added the way the State and LOPFI recognize their revenues and expenditures after July 1, it caused the City to have a credit and the credit will carry forward into next year. He noted the fire pension fund went up.

Councilman Street asked if growth contributed to the franchise revenue being up \$100,000 this year. Mr. Barylske answered yes and maybe the weather had something to do with it. He added the for a few years it was going down, but in the last two years it has been going up.

Discussion was held concerning growth on Highway 49 North.

Councilwoman Williams questioned how the City budgets for the funds that come from the State Highway Department. Mayor Perrin answered along with the MPO Department they work with the Planning and Engineering Departments to see what projects need to be done. He added AHTD combined some of the grants into one category and the City can only apply to one category. Mr. Barylske explained the City will amend the budget if there are funds available.

Discussion was held concerning the Street Fund.

Mayor Perrin noted the City has been approved for approximately \$250,000 in overlay money. He added he did not include it in the budget because he was unsure if the City would receive it.

Discussion was held concerning restricted and unrestricted funds.

Councilman Street asked if the budget is online in case anyone wants to view it. Mayor Perrin answered yes.

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, 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**

##### **Discussion by Mr. Harold Carter**

Harold Carter, Tony Drive, asked what the communications director position will be paid. Mayor Perrin answered he anticipates paying the person who is hired the low amount for that grade. Mr. Carter then questioned how this position relates to the information systems director. Mayor Perrin answered the information systems director is directly responsible for the software and computer systems in the IT Department. He added the digital media specialist position in the IT Department was put in the Mayor's budget because that person is responsible for editing the information that goes on Channel 24 and working on the City's website. He further

*explained the digital media specialist will work for the communication director. He then discussed the communications director position.*

*Mr. Carter inquired who has been doing the job of communications director. Mayor Perrin answered a lot of the job requirements have not been done, but some of the requirements have been done by his office or other department heads.*

#### **Discussion by Mr. Phillip Cook**

*Phillip Cook, 5216 Richardson Drive, discussed the City's 2% COLA for employees. He recommends employees who are making more than \$65,000 a year do not get a COLA and the people who are making less either get a 3% or better COLA. He stated the lower paid individuals do most of the work and some of them put their lives on the line every day.*

#### **Special Finance Committee meeting**

*Chairman Dover asked that a special Finance Committee meeting be held on December 16, 2014, at 5:20 p.m. to consider RES-14:229.*

*Parks Director Wixson Huffstetler explained the land is in a trust and it has stipulations that require it to have a community garden on the property and the park to be named Bert Cruse Park. Councilman Street motioned, seconded by Councilwoman Williams, to have special Finance Committee meeting on December 16, 2014, at 5:20 p.m. to consider RES-14:229. All voted aye.*

#### **5. Adjournment**

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

**Aye:** 4 - Ann Williams; John Street; 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-14:153    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 12/17/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Finance Committee meeting on December 16, 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 December 16, 2014



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Finance & Administration Council Committee

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Tuesday, December 16, 2014

5:15 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-14:229](#)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT THE PROPERTY DONATED BY THE CRUSE FAMILY TO THE CITY OF JONESBORO

**Sponsors:** Parks & Recreation

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

*Parks Director Wixson Huffstetler explained this property is located just west of the North Side Ball Park the City currently owns. He added the family wants to donate this to the City to be used as a park and community garden. He noted this will allow the City to build another park on the north side of town and also to use this as a detention pond to alleviate flooding in that area.*

*Chairman Dover stated this needs to be placed on tonight's Council agenda.*

**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 Councilman**

Todd Burton, that this meeting be Adjourned . The motion PASSED with the following vote.

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





## Legislation Details (With Text)

<b>File #:</b>	RES-14:204	<b>Version:</b>	1	<b>Name:</b>	Contract with Sensational Kids Pediatric Therapy for sign sponsorship at the Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	11/20/2014	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY 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="#">Sensational Kids Pediatric Therapy</a>				

Date	Ver.	Action By	Action	Result
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**A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY 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, Sensational Kids Pediatric Therapy is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Sensational Kids Pediatric Therapy 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 Sensational Kids Pediatric Therapy 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 Sensational Kids Pediatric Therapy (SPONSOR) and the City of Jonesboro (CITY), on this 1st Day of October, 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**.

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- (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: **Sensational Kids Pediatric Therapy**

Name: Brooke Crane

Title: Owner

Date: 10/2/14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC

BC



## Legislation Details (With Text)

<b>File #:</b>	RES-14:206	<b>Version:</b>	1	<b>Name:</b>	Contract with LM Duncan for sign sponsorship at Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	11/20/2014	<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 LM DUNCAN 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="#">LM Duncan</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH LM DUNCAN 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, LM Duncan is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, LM Duncan 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 LM Duncan 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 L.M. Duncan (SPONSOR) and the City of Jonesboro (CITY), on this 10th Day of October, 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 15th, 2014**.  
A sum of **\$300.00** shall be paid on **October 15th, 2015**.  
A sum of **\$300.00** shall be paid on **October 15th, 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: **L.M. Duncan**  
Name: *L.M. Duncan*  
Title: *OPERATIONS Director*  
Date: *10/15/14*

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:207	<b>Version:</b>	1	<b>Name:</b>	Contract with Youth Move Arkansas for sign sponsorship at Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	11/20/2014	<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 YOUTH MOVE ARKANSAS 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="#">Youth Move Arkansas</a>				

Date	Ver.	Action By	Action	Result
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### A RESOLUTION TO CONTRACT WITH YOUTH MOVE ARKANSAS 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, Youth Move Arkansas is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Youth Move Arkansas 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 Youth Move Arkansas 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

*900.00*  
*10/17/14*  
*cx 136215*  
*Mid South Health*

This agreement is made by and between Youth MOVE Arkansas (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of October, 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 15th, 2014**.  
A sum of **\$300.00** shall be paid on **October 15th, 2015**.  
A sum of **\$300.00** shall be paid on **October 15th, 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: **Youth MOVE Arkansas**  
Name: Noelle Stinch<sup>by GP</sup>  
Title: YMA Director  
Date: 10-8-14

CITY OF JONESBORO

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

ATTEST

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



## Legislation Details (With Text)

<b>File #:</b>	RES-14:208	<b>Version:</b>	1	<b>Name:</b>	Contract with Life Strategies Counseling, Inc. for sign sponsorship at Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	11/20/2014	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC 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="#">Life Strategies Counseling Inc</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC 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, Life Strategies Counseling Inc is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Life Strategies Counseling Inc 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 Life Strategies Counseling Inc 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 Life Strategies Counseling, Inc. (SPONSOR) and the City of Jonesboro (CITY), on this 2nd Day of October, 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 5th, 2014**.  
A sum of **\$300.00** shall be paid on **October 5th, 2015**.  
A sum of **\$300.00** shall be paid on **October 5th, 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: **Life Strategies Counseling, Inc.**

Name: My D. Walters

Title: President

Date: 10-7-14

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_

Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-14:209	<b>Version:</b>	1	<b>Name:</b>	Contract with 1016 Investments, LLC for sign sponsorship at Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	11/20/2014	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) 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="#">1016 Investments LLC (Willadean Hogue)</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) 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, 1016 Investments LLC (Willadean Hogue) is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, 1016 Investments LLC (Willadean Hogue) 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 1016 Investments LLC (Willadean Hogue) 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 **1016 Investments, LLC (Willadean Hogue)** (SPONSOR) and the City of Jonesboro (CITY), on this **1st** Day of **October, 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 forth below.

BY: **1016 Investments LLC (Willadean Hogue)**

Name: Willadean Hogue  
Title: Member  
Date: 10/6/2014

CITY OF JONESBORO

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

Name: Harold Perrin

Title: Mayor

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

ATTEST

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



## Legislation Details (With Text)

<b>File #:</b>	RES-14:219	<b>Version:</b>	1	<b>Name:</b>	Contract with The Learning Center for sign sponsorship at the Miracle League Field
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/1/2014	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS 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="#">The Learning Center Of Northeast Arkansas</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS 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, The Learning Center of Northeast Arkansas is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, The Learning Center of Northeast Arkansas 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 The Learning Center of Northeast Arkansas 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 The Learning Center of Northeast Arkansas, Inc. (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: **The Learning Center of Northeast Arkansas, Inc.**

Name: Barbara Pitcock Barbara Pitcock  
Title: Director of Services  
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-14:220	<b>Version:</b>	1	<b>Name:</b>	Agreement with EAPDD to accept a grant for the Miracle League
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	12/2/2014	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">GIF Grant Agreement Miracle League.pdf</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE

Whereas, the City of Jonesboro was awarded the a grant in the amount of \$10,000; and

Whereas, this grant will help fund the Miracle League Project; and

Whereas, there is no local match for the City of Jonesboro to receive said funds.

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

SECTION 1: The City of Jonesboro will enter into agreement with the East Arkansas Planning and Development District to accept the 2013 grant in the amount of \$10,000 for Miracle League; and

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

Grantee: City of Jonesboro

Grantee #: 2013-59-14

**East Arkansas Planning & Development District**  
**General Improvement Fund Grant Program**  
**Grant Agreement**

Grantee: City of Jonesboro

Grant #: 2013-59-14

Grant Amount: \$ 10000

Purpose: Funding will be utilized for construction expenses related to the Miracle League Project.

**GRANTOR**

East Arkansas Planning & Development District  
PO Box 1403  
Jonesboro, AR 72403  
Phone: 870.932.3957

**GRANTEE**

City of Jonesboro  
PO Box 1845  
2013-59-14  
Phone: 870-336-7229

**313. PURPOSE**

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

**314. LEGAL AUTHORITY**

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

**315. FINANCIAL MANGEMENT AND ACCOUNTING**

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

**316. RECORD KEEPING**

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

**317. REPORTING**

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

**318. INDEMNIFICATION**

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

**319. POLITICAL ACTIVITY**

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**320. CONFLICT OF INTEREST**

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

**321. METHOD OF PAYMENT**

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

**322. PROCUREMENT PROCEDURES**

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

**323. MODIFICATIONS**

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

**324. WAIVERS**

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development  
District

City of Jonesboro

\_\_\_\_\_  
Melissa Rivers  
Executive Director

\_\_\_\_\_  
Mayor Harold Perrin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Grantee: City of Jonesboro

### Media Agreement for EAPDD GIF Grantees

By signing below, City of Jonesboro acknowledges that we will not coordinate any press releases, public communications, or engage any form of media, regarding this project, until further correspondence is received from East Arkansas Planning & Development District's Communications Department. If you have any questions or concerns, please do not hesitate to contact the Communications Department, at the following address:

**ATTENTION:**

EAPDD GIF Communications  
P.O Box 1403  
Jonesboro, AR 72403  
870.932.3957  
[jwright@eapdd.com](mailto:jwright@eapdd.com)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Please Print**

Name: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Please indicate below preferred media outlets, dates for photo opportunities, and locations for photo opportunities.

**Media Outlets:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dates:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Locations:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-14:096    **Version:** 1    **Name:** Legislative Audit for 2013  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 12/2/2014    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** City of Jonesboro, Arkansas Regulatory Basis Financial Statements and Other Reports as of December 31, 2013 (Division of Legislative Audit 2013)  
**Sponsors:** Finance  
**Indexes:** Audit  
**Code sections:**  
**Attachments:** [2013 Legislative Audit](#)

Date	Ver.	Action By	Action	Result
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City of Jonesboro, Arkansas Regulatory Basis Financial Statements and Other Reports as of December 31, 2013 (Division of Legislative Audit 2013)

## Embedded Secure Document

The file *http://jonesboro.legistar.com/View.ashx?M=F&ID=3395014&GUID=9C2CCB06-7FAF-481A-85B5-89430EC135B2* is a secure document that has been embedded in this document. Double click the pushpin to view.

