



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, March 13, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:021](#) Minutes for the Finance Committee Meeting on February 27, 2018

Attachments: [Minutes](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-18:019](#) AN ORDINANCE TO AMEND THE 2018 BUDGET AND MOVE \$2,000,000 FROM THE GENERAL FUND RESERVES TO CAPITAL IMPROVEMENT FUND FOR STIP PROJECT

Sponsors: Engineering and Finance

Attachments: [P Lack email_Harrisburg Road.pdf](#)

RESOLUTIONS TO BE INTRODUCED

[RES-18:030](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

Sponsors: Finance and Mayor's Office

Attachments: [Justice Complex Floorplan.pdf](#)
[Justice Complex Lease Agreement.pdf](#)

[RES-18:036](#) A RESOLUTION TO CONTRACT WITH REBECCA WILSON FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [Rebecca Wilson ML](#)

[RES-18:037](#) A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP

OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [VANCE CONSTRUCTION](#)

RES-18:038

A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEAD DOOR FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [JONESBORO OVERHEAD DOOR](#)

RES-18:040

A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [Northeast Arkansas Learning Center](#)

RES-18:042

A RESOLUTION TO CONTRACT WITH JONESBORO PROSTHETIC & ORTHOTIC FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [Jonesboro PROSTHETIC AND ORTHOTIC](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-18:021 **Version:** 1 **Name:** Minutes for the Finance Committee Meeting on February 27, 2018
Type: Minutes **Status:** To Be Introduced
File created: 3/2/2018 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee Meeting on February 27, 2018
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Minutes for the Finance Committee Meeting on February 27, 2018



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, February 27, 2018

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent 2 - Charles Coleman and LJ Bryant

3. Approval of minutes

[MIN-18:016](#)

Minutes for the Finance Committee meeting on February 13, 2018.

Attachments: [Minutes.pdf](#)

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

Aye: 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

4. New Business

RESOLUTIONS TO BE INTRODUCED

Chairmember Joe Hafner said these first three resolutions related to the signage at Southside Softball Complex at Miracle League, I am going to read those individually, but I believe we can make one motion to forward to Council. City Clerk Donna Jackson said I think there is more on the back. Councilmember John Street said you have six total. Chairmember Joe Hafner said I'm going to read resolutions 18:016, 18:017, 18:020, 18:022, 18:023 and 18:024 and that's it. I'll read those and we can make a motion to approve all of them at the same time.

[RES-18:016](#)

A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER & SERVICE FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

Attachments: [iTechs Miracle League Sign18.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion

PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:017](#)

A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

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

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:020](#)

A RESOLUTION TO CONTRACT WITH INTERSTATE BATTERIES FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Attachments: [INTERSTATE BATT](#)

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:021](#)

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

Chairmember Joe Hafner said Community Development Director Tiffny Calloway is here if anyone has any questions. Councilmember David McClain said would you tell us a little bit about this. Chairmember Hafner said would you tell us who gets the smoke alarms. Ms. Calloway said basically, it is for a smoke alarm campaign for the Jonesboro Fire Department. They have applied in previously years, and I know they have been successful a couple of times, but this is a campaign where they are helping benefit, specifically, elderly families. These lithium battery operated devices will last up to 10 years, so it's a really good quality smoke alarm.

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:022](#)

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

Attachments: [MR TROPHY AND ENGRAVING](#)

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:023](#)

A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Attachments: [QUALITY FARM](#)

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:024](#)

A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Attachments: [ADAMS AND COOPER](#)

Councilmember David McClain said I have one question and Interim Parks and Recreation Director Danny Kapales may be able to answer this. The big question for me is what do we charge for the same signs at Joe Mack Campbell Park? Is it \$300? Mr. Kapales said they are not the same signs at all. The signs out at Southside, we can put 12 to 15 of these up on the fence and these are \$300 per year for three years. If you do the math, we make more off these smaller, multiple signs on the fence than we do the one big sign at Joe Mack. Councilmember McClain said the fields are named at Joe Mack. Is that all we do? Mr. Kapales said yes. Joe Mack is one field and is named by one sign, and that is it. That's the difference in the two. Councilmember McClain said okay.

Mayor Harold Perrin said the naming of the fields at Joe Mack Campbell, those contracts are \$12,500 payable over five years. Mr. Kapales said they do vary per size of the field. I know some of the smaller soccer fields are less than that. Mayor Perrin said but they are paid over that. Chief Financial Officer Bill Reznicek will explain what we are doing in a few minutes, but we are getting all of these contracts on a spreadsheet so the councilmembers will know the date it was signed, the date it expires, who it is, what field it is and we will have a copy of a picture of that field. We have done well on that. You can see this is \$1,800 per year. Mr. Kapales said we're working on getting all the sponsorships in a format so you will be able to see everything that is going on and have all the details. Mayor Perrin said we will send that to you electronically so you can just pull it up on the iPad. Councilmember McClain said thank you.

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:027](#)

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

Community Development Director Tiffny Calloway said if I could get a second to comment on this one. We were very fortunate last week to have the Chief Executive Officer Patrick O'Sullivan of the Blue and You Foundation in the town for the 3.2-mile ribbon cutting and he informed me that we, as a city, as well as each and every department, can apply for this mini grant, which is a \$1,000 grant opportunity. So, I have had every director look at their department to see if there is any opportunity, or any projects, that will help with health and safety. That is the qualification. So, right now I have about seven mini grant applications to submit, and if you want an overview of what each department is requesting, I can provide that, if that is necessary. Councilmember Ann Williams said so there is a broad criteria and it just has to relate to health and safety. Ms. Calloway said yes. The City of Jonesboro is going to apply for another automated external defibrillator (AED) to place on the third floor of City Hall. The Jonesboro Police Department is working on a get fit program where they are trying to purchase exercise equipment for the police officers. Jonesboro Animal Control, Jonesboro Economic Transit system (JETS) and Parks and Recreations are applying for "Stop the Bleeding" kits. We are very fortunate to have one in City Hall already. The Jonesboro Fire Department is also applying for more smoke alarms to benefit low to moderate income families, as well. So, it's a great opportunity and zero dollars cash match from the City. Councilmember Williams said it's a 100% grant. Ms. Calloway said yes ma'am, 100% up to \$1,000.

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

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-18:028](#)

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

Chairmember Joe Hafner said I think Chief Financial Officer Bill Reznicek will want to come to the podium. When I saw this on the Finance agenda, it, quite honestly, raised a lot of questions in my mind. I haven't seen very many resolutions that were, in my opinion, as vague as this. So, I called Mr. Reznicek and started asking if we have grant obligations, departmental requirements, and what the pay is going to be for these positions? There just seemed to be a lot of information missing. I know everyone gets busy, but the one thing we have to make sure we do as a committee and as a council is to make sure we are following procedures and policies. Sometimes we get things after they have already been put into motion. Just recently, we had the new mechanic. We approved his pay after he had already been working. Last year, and these are just a few things that come to mind, the buildings were repaired at Joe Mack Campbell Park, and six or seven months later we were waiving the requirements to bid. I had a few phone calls from people who had a problem with that. We need to make sure we're doing things timely and by procedure, and I'll give Mr. Reznicek a chance to respond in a second.

The other thing I asked Mr. Reznicek for was concerning our grants. We do a lot of grants and I think we get a lot of benefit out of the grants, but sometimes I think the requirements of the grants get lost. We get the money, but like the body cameras, that grant runs out this year. What is our plan after that? Is it in the budget when it runs out to keep the body cameras going? That's stuff we have to maintain visibility on. So, I asked Mr. Reznicek to work with Ms. Calloway, her department and Mayor Perrin. I am sure they already have a lot of this information, but I just want to know what grants we have going, what's the yearly grant amount, what's the City's matching funds, when does the grant start, when does the grant run out, what's our requirements once the grant ends and what's our plan. I think that is something that the City Council and even city administration could really benefit from is having that visibility like you were talking about on the contracts. Everyone has a lot going on and people forget about stuff. I think Mr. Reznicek is giving us some more information on this resolution.

Mayor Harold Perrin said let's go back to the grants. First of all, I would like to pass a resolution at some time that any grants we apply for where there is no match, then we could go ahead and apply for that, and then come back and get your approval, which a lot of cities do that. You're doubling up on these things on the grants. I will have Ms. Calloway give us a presentation at the next council meeting, which will show you a spreadsheet of everything that Mr. Reznicek and I get every month, and we will be giving it to you all. It will show you everything you talked about. In regards to the body cameras, your answer is yes, that's correct because that is going to be a six-figure amount we will pick up next year in the budget, and we knew that was coming in 2019. Any grant we apply for ended in the period of time, and it's just over. For instance, I just got a letter and I hate to get a letter like this, but our Continuum of Care program was not funded for this coming year and that was \$124,000. We will keep you abreast of that. I understand where you're coming from so that's not a problem. I'm not being negative at all. We would be glad to give you a spreadsheet on all the grants, and I know Kimberly Marshall and Heather Clark, former grant administrators, have told you all this, but sometimes these grants may come out on May 1st and give you until only May 24th to get it in, and we have to read it two or three times and go through committee. But, if it's a match it should be read and passed through committee, but if it's not a match, I don't see any reason we can't go ahead and apply for those because it's just free money coming into the City, and we'll certainly share that with you all if we get the money.

Chairmember Hafner said I understand if there's not a match, but there has to be other requirements. For instance, if we get a grant to pay for two positions on staff and we have to keep those positions for three years or we have to pay the grants back. Even if there's no match, that's stuff we still need to be aware of because it will still cost us money down the road. Mayor Perrin said that would still come to you anyway. Because in the COPS grant, what it's saying is they're going to pay 75% of the salaries for three years, at the end of three years we pick up all of that. We know that, so we budget out three or five years because we know that the \$75,000 or \$100,000 is going to be more than what it is now, because they are going to get the 2% STEP raise, so we have to calculate all that out for the next three years. We have legal stuff pending that I want City Attorney Carol Duncan to provide to you all at the council meeting. I think you all should know every suit that we have filed against the City. We do that normally twice a year, but it's brand new this year at the end of September. We will finish it March 1st, and I'll have Ms. Calloway give you a complete list and go over those at the next council meeting.

Chairmember Hafner said Mr. Reznicek do you have any comments. Mayor Perrin said before he starts let me say this on the medical directors. We have been talking about

this for two or three years. There's a lot of things that come up on this council that some of you may be aware of and I think Councilmember Ann Williams and Councilmember John Street are probably aware. But, you're absolutely right that we need to give you information because there are things we have been working on for three years that some of the councilmembers know, but you all don't know. We are not trying to blindsides anyone. We met with Dr. Spencer Guinn and Dr. Shane Speights I would say three years about this, and the reason for this is that the firefighters make these runs all the time. They make four times the amount of runs for emergency stuff as they do for actual fires. The problem is that nobody is checking the records for lawsuits and stuff for what they've done, etc. These doctors will be going through all those records and checking that. They're actually going to be an audit team as far as that is concerned. Now, we're faced with a lot of training going forward under a couple of grants we received. One is going to be for the Jonesboro Police Department. I am trying to think of the name of the spray. Mr. Reznicek said Naloxone. Mayor Perrin said you have to have training on that even though we are going to get them at zero cost, I think. We have to have a physician to do the training on that before we can get them. I would like to have two per car like Arkansas State Police have when they pull up on the scene. Mr. Reznicek said the kits are two per car. Mayor Perrin said that's good. I was at a meeting the other day of the Arkansas State Police Foundation and the Colonel reported that two of them had saved each other lives because when they pulled up one officer had hit his spray and it was such a critical deal that when the guy hit him he hit that he missed the nose and he couldn't get back to the car to get his other and the other officer pulled up to back him up and did that and saved the officer's life. So, there's a lot of training involved in this. We have been talking about this for three years, but we could never get it narrowed down. These two doctors are not doing it for the income.

Mr. Reznicek said I'll speak to that and Chief Police Rick Elliott can speak to it, as well. For the Naloxone program, we are not actually being funded directly through the grant. The grant was obtained through the state and, then in the information I handed out, you can see the state has an allocation of the kits that were requested by different law enforcement agencies. Jonesboro requested 175 kits. The kits are \$100 per kit. So, that's equivalent to \$17,500 we're receiving without any cost or match to the City. In order to obtain the kits, in the Memorandum of Understanding, we have to have a medical director. The medical director has to sign the memorandum and has to be responsible for oversight of the program at the local level. So, Chief Elliott currently has two physicians who act as his SWAT team medical doctors, and they are also doing his "Stop the Bleeding" Foundation training on the weekends. So, what we're doing is utilizing the two individuals who are currently working with us as medical directors essentially to satisfy the requirements of the Naloxone program. Although, as the Mayor said, we have other training and recordkeeping that we do within the police and fire departments where we can utilize their expertise. So, we're really accomplishing several things, and part of the reason why the resolution was somewhat vague is because it's covering a lot of territory. I guess it could have been worded better, but this is a bit of a catchall that we're doing with the medical director position. The primary purpose of us drafting the resolution and passing it is to satisfy the requirements for the Memorandum of Understanding under the Naloxone program.

As far as the compensation, from a budget standpoint, we have \$100,000 in training in the police department and \$76,000 in part-time salaries. We originally thought about paying them a stipend, which would have been fine with the doctors, but the reason we're creating these as part-time positions is that they wanted to be covered under our liability insurance. Obviously, their concern would be if there's any liability or any issues that come back on them, individually, they want to be covered just like any

other city employee. City Attorney Carol Duncan checked with the Arkansas Public Entities Risk Management Association (APERMA) and the only way to do that is for an individual to be an employee of the City and actually be on the payroll. That is why we created this, or are recommending we create this as a part-time position. From a budgeting standpoint, these funds were not specifically budgeted, but Chief Elliott and I spoke, and I think we can certainly absorb this within the current budget. We're probably at a maximum. Again, Chief Elliott and I kind of went through how many hours they might work potentially, and, basically, these are going to be minimum wage types of jobs because they are not doing it for the money. I think they even made comments that they were just going to donate whatever money they made from this. We feel like the absolute outside maximum between the two of them that we would be funding on a monthly basis would be \$1,000, and that's probably an outlier. Councilmember McClain said and you said between both of them? Mr. Reznicek said yes, for both of them. That's \$12,000 a year. We have \$176,000 in the JPD budget combining training and part-time. So, I appreciate the concern about it being an unbudgeted item, talking about adding bodies to the headcount, but I think it's a very manageable addition in this case. And, the value we get, alone, from the Naloxone kits in each car and the potential to stop an opioid overdose situation is tremendous compared to spending \$12,000 per year, if we spend what we think the outside maximum could be on this.

Chairmember Hafner said let me be clear. There's no doubt in my mind that this is a great program. My main concern with the resolution is that it did not have a lot of information in it, which you said might have been somewhat intentional. My other concern is, on this or any issue that comes before the council, I don't want us approving stuff after the fact. If they've already been working with the city as part-time medical directors for a period of time, personnel, capital projects or whatever, I just want to make sure that we're approving stuff like we're supposed to be and not just rubber-stamping something that has already taken place. I know stuff goes quickly, but we've had meetings on a short notice, too. That's my thing. I want to make sure that we, as a council, and me personally, are approving stuff when it's supposed to be approved. Councilmember McClain said they haven't worked right now as medical directors. Mayor Perrin said no. They have done some stuff with Chief Elliott, but as far as being a medical director, they have not served in that capacity. Both of these men are on the SWAT team. Chairmember Hafner said but that's been volunteer, right? Mayor Perrin said yes. It's been volunteer. Chairmember Hafner said this just makes them more official. Mayor Perrin said exactly. Chairmember Hafner said so they can do this other activity and meet the grant requirements. Mr. Reznicek said if you see, about half way through the information I handed out, actually near the end, is a Memorandum of Understanding and it actually lists the medical control physician and that individual has to actually sign the Memorandum of Understanding. So, that dictated us creating these positions, where right now they're really ad hoc, and these men are just volunteering on the SWAT team, and they have also done the "Stop the Bleeding" training on the weekends. Chairmember Hafner said I think you all already paid dividends. Mayor Perrin said yes, right. We've saved, and Mr. Reznicek can tell you more about that. Yes, that's true.

Chief Elliott said the "Stop the Bleeding" program has been a huge success. Last year alone, we had three tourniquet saves and the year before we had about six. Since we've put tourniquets on all these officers and had these kits, we've been saving Jonesboro residents, and that's law enforcement getting on the scene before EMS and the fire department can get there and do their thing. So, that's been a huge benefit. This Naloxone program is going to be the same thing. In your packet, there's a list of officers, across the state, who have been saved who have been exposed to this. Right

now, my street crimes unit and my drug task force are exposed to this potential threat every day, and I don't have the means to counteract it if they exposed and a huge risk of them dying before they could get medical help. Fentanyl is one of the things on the list that we are starting to see a huge influx in the community. Our street crimes unit seized a substantial number of Fentanyl patches not too long ago. It's in the area and it's being misused in the area. This is something that we just need to have front line for our people and people out there in the public. We do expect to see an increase in opioid problems with the DEA cracking down on the prescription medications. We expect to see an increase in heroin and things like that. So, it's coming. As far as the doctors themselves, they have been serving the police department as reserve medical doctors for 20 years. They have gone through training at their own expense. If we have a SWAT call, they will leave what they're doing and go with the SWAT team for situations in case we have an officer injured or someone injured on the scene. So, they have professional level medical help available. They've dedicated their time over the years and this is just one more step. We're at the point, as a city, that some other things need to be looked at like the fire department runs and some of these other programs to make sure protocols are being met and things are being reviewed to keep us from getting tied up in a lawsuit somewhere down the line. Chairmember Hafner said I think it's a great program. Like I said, I had no problem with the doctors or the program. I was just concerned about the procedure.

Mayor Perrin said another thing, too. When I talked to Dr. Guinn and them, they're ready to roll now with those kits for parks and recreation, sanitation and the street department. Those folks get accidents out in the field dramatically and they need to be trained, as well. They are going to be doing that too, as well as fire and police. They're gonna be covering almost anyone out there who is prone to an accident. Chief Elliott said it doesn't take a chainsaw just a minute to hit someone's leg and have a severed limb. Mayor Perrin said yes. You never know.

Councilmember McClain said so how long will this last. Chief Elliot said the medical director positions will be from now on. Councilmember McClain said the grant lasts for how long. Chief Elliott said the grant is for the Naloxone kits. This is kind of a one-time deal. Chairmember McClain said okay. Chief Elliott said it's a one-time purchase. Years from now, as we start using the kits in the car, it's gonna be up to us to replace them. Chairmember Hafner said they're \$100 per kit. Councilmember McClain said yes, that's what I thought. Chief Elliott said that is something that when I start looking at the budget next year, I'm going to have to set aside some kind of money for medical supply replacement, which would include tourniquets, Naloxone, chest seals, gauze bandages and things like that that we have in our kits in the cars that have to be replaced upon use. I mean tourniquets are a one-time use. They are \$27 each. Chairmember Hafner said hopefully, there is more grant money. Chief Elliott said there may be and there may not be. Again, these mini grants that are out here that we found out about through the Blue and You Foundation and the Red Cross that are \$1,000 per year, that is a yearly grant we can apply for every year now thanks to Ms. Calloway coming up with this. We can offset some of that expense by this kind of grant, but we also need to be prepared to bear the burden of the cost if needed. Most of it will come out of our supplies, but I'm just saying this is something else that we're gonna have to tax on because we're at a day and time that we can't just necessarily wait for EMS and fire to get there. We're on the scene as fast as or faster than anybody else. We need the supplies to do what we need to do. Chairmember Hafner said I appreciate the information.

Councilmember John Street said they worked to get the grant for the Blue and You that was \$125,000. Chief Elliott said it was \$149,000. Councilmember Street said it

was \$150,000 on that one, yes. Chief Elliott said for the "Stop the Bleeding" kits. Councilmember Street said yes, for the initial "Stop the Bleeding" kits. I know I carry mine everywhere I go, but at least you have something you can actually do something to save someone's life, and Fentanyl and Carfentanyl, while it may not be a big issue here right now, it's coming, and that's extremely deadly not only to the users, but to officers or medical personnel. Chief Elliott said again, in your packet, there's a list of saves across the state so far, so that many officers would have been dead without it.

Mayor Perrin said I talked to Chief Executive Officer Patrick O'Sullivan of the Blue and You Foundation when he was here and they have discussed with Dr. Guinn to try to do this statewide, and they're putting aside \$1.6 million for this program. Again, those grants are not approved by Mr. O'Sullivan. He can approve the \$1,000 grants without going to the Board of Directors of Blue and You. Anything above and beyond that, I can't remember what the cut off is, then he has to go to his full board, and Mr. Ben Owens, Sr., is on that board here. I think they have a pretty good shot at that. I don't know if they want to take it on for statewide or not. That's a lot of training and they have to practice, and here's one now that's a Dean of the College of Osteopathic Medicine in Jonesboro. We're just very blessed to have these two people to do this. I apologize for the thing being a little vague on that. We could have put the minimum wage. We could have tied in the Naloxone. We could have tied in that they had served for 20 years. Sometimes I think it's better if we just explain it to you here on the floor. But, again, I know what you're saying. This is a document that anybody can look at right here, and if you look at it, it doesn't tell you everything we just talked about. Chairmember Hafner said I looked at it and I thought what's this for? Mayor Perrin said I agree with you. I'm not being negative. You want to know all the W's like I do.

Ms. Calloway and I have been spending a lot of time in Little Rock and going to Washington, D.C. Some grants are going away and some are coming down. So, we have to decide where that money is, how much it is and go for it. We're looking at a veteran's village and we felt like we've worked with enough people in Little Rock that we think we have some of that earmarked. Then that will come back to you all on the Finance committee all and we can build what we call a veteran's village, that we showed the Chancellor, as well as Arkansas State University's Beck Pride. Beck Pride is going to be our partner and going to be over that. This is going to be an incredible deal for our veterans in this city. It took Ms. Calloway, and I'm gonna give her credit, because she knew where the money was at Arkansas Development Finance and Authority (ADFA) and we went down and met with Andrew Branch, Vice President of Housing, who was over that. Next thing I know, he's shaking his head so we're going to invite him up for the weekend and visit a little bit.

Chairmember Hafner said I think one thing Arkansas State University Chancellor Dr. Kelly Damphousse has shown is that he wants to be a partner. Mayor Perrin said he did an incredible job for us the other day at Beck Pride. We had Senator John Boozman there and we were telling Senator Boozman this is the kind of money we want, but, once this gets open, we have to have operation money, so be thinking about that Senator. So, we were kind of working it all out at one time.

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

Aye: 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

5. Pending Items

6. Other Business

Mayor Harold Perrin said Chairmember Joe Hafner, I have two items real quick. One is on the compensation committee for elected officials. If you all remember, we passed a resolution, went back and amended that resolution to add three people on the committee. I have already received information from Councilmember David McClain, but, if you all have any idea of someone who would like to serve, I need some more names in here to fill this. We are looking for three outside people, plus the three on the inside. If you have any ideas of anybody who might have background in human resources or anything like that would be real good to have on this committee. This expires in July 2018, in six months.

The other thing you have in front of you that I want to talk to you about for a few minutes and I have Traffic Engineer Mark Nichols here. This is a drawing from our Statewide Transportation Improvement Program (STIP), and this is the five-lane road that comes over Highway 1 and goes out towards Central Baptist Church. I have given you three sheets stapled together, but the first page really explains it more than anything does. The five-lane road, the way it's engineered now with the Arkansas State Highway and Transportation Department (AHTD), will stop at Forrest Hill Road, which is the first road at the very bottom of the sheet. That does not give residents any protection with all that traffic. That is 3,000 to 4,000 cars at Central Baptist Church coming out of there on Wednesday and Sunday, plus the subdivision. Fisher & Arnold has been drawing this and said they needed to know what they needed to do. I talked to Lorie Tudor and Scott Bennett at the AHTD, and they felt like they agreed with us that we need to extend the five lanes all the way up to the end of Central Baptist Church, so that frees everybody coming out. That would be five lanes, and then continue at three lanes up through the curve, which all those apartments you can see at the top comes out here. Then it will go down to two lanes past the curve, which goes on down to our new fire station on Highway 1. The additional cost of doing that is approximately somewhere around \$1.8 million to \$2 million. So, I'm going to be coming back to Finance because we have Fisher & Arnold tied up and we have AHTD tied up. If we can do it all in one deal, then environmental and all that will be done at one time. So, I'm gonna bring an ordinance to the Finance committee that will ask to encumber \$1 million out of reserve because this will not start this year, or maybe the latter part of this year, at best, and we will pick up the other \$2 million in 2019. That would give us the authority so we can go ahead and sign this with the AHTD to get the five lanes all the way down, plus the three lanes, plus the two lanes. We will just encumber \$1 million this year, but I'm telling you that I don't believe, from what I can see on the engineering and the right-of-way acquisition, this will ever be let out for bids in 2018. Mr. Nichols might want to add to that, but I don't believe it's going to happen. If it does, it will be late in the year, probably October or November. Then you have to get a contractor, so none of this money is going to be spent, but I think to go ahead and show the AHTD that we need to encumber another \$1 million in the budget for this year out of the capital reserves for this project.

Chairmember Hafner said I don't guess the AHTD is willing to put up any more money. Mayor Perrin said no sir, because we already have the \$90 million from them, and I asked the same question. Chairmember Hafner said just \$91 million. Mayor Perrin said if you remember on this right here, they went back and added another \$500,000 on that side road in front of J.T. White. This is something I think needs to be done and,

obviously, somewhere down the line at maybe another council or another mayor way down the road, I can tell you that Highway 1 is eventually going to have to be three lanes all the way down. Chairmember Hafner said so what would be the process? Would that be something that would go directly to Finance or would it go through Public Works, also, since it's street related? Mayor Perrin said I was thinking it would go through Public Works, and what I want to do is get your feelings about it, and again I'm not polling you at all. I want to make that clear. I'm just letting you know that I'm going to come back with an ordinance to encumber \$1 million, and I'll have the job number, description of where it's going to be and why we're increasing the five lanes. All the W's will be in that ordinance. The first meeting is Public Works, so I'll try to get this done by March 6th, so I can get that done. The reason is because Ms. Tudor and Mr. Bennett are concurring with this, but we have to get this done, and I can't sign off on this until we get this money encumbered.

Councilmember David McClain said Mr. Nichols would you mind coming back to the podium? If we look at a complete street. I mean we throw that word around. Will this look similar to that as far as sidewalks and stuff up and down? Mr. Nichols said yes sir. On the east side of the road there will be a three-foot buffer and a five-foot sidewalk, and on the west side of the road, the Central Baptist Church side, there will be a five-foot buffer and then the multi-use trail. This ties into our Master Street Plan. We're keeping that vision through this project. Councilmember McClain said okay. Mayor Perrin said good question. Anything we do on that we're looking at back and walkability trail. Councilmember McClain said you can look at the area and see there's a ton of apartments. Mayor Perrin said we will have a sidewalk on the north side and the south side is going to be the big deal, plus the multi-use trail. Councilmember McClain said thank you. Mayor Perrin said you're quite welcome. No action. I'm just letting you all know that I will be bringing that to the council and I certainly appreciate you all studying that. If you have any questions, contact Mr. Nichols on the highway deal, and I have also told Mr. Reznicek that we will probably have to encumber that. Mr. Reznicek, sometime tomorrow, we will start working on that ordinance.

Chairmember Hafner said it seems like when we were talking about this in a council meeting, or I can't remember exactly where it was, there was a question about extending it farther, so this kind of falls into that. I don't know if this is doable or not, or if it's needed, but it seems like a lot of times when you're coming out of Forrest Hill Road and trying to turn left onto Harrisburg Road that it's a nightmare at certain times of the day. So, people are going to say do we need a stop light there. I don't know what your thoughts are Mr. Nichols, but since you're here if you want to talk about that a little bit. Mr. Nichols said as part of this we did a traffic study at that location and it doesn't quite meet a warrant for a traffic signal, and when you have a five-lane road you actually introduce more gaps, so it will be a little bit easier to pull out. Really, it doesn't warrant to this project, but we will look at it once this project is done to reanalyze it and see at that time, but the original study says it's not really warranted, yet.

Councilmember McClain said Mr. Nichols since we have you here right now, I had someone ask me about a stop light at Paragould Road and Highway 49, and what can we do, how can we do it and how soon can we do it? Mr. Nichols said that's a very difficult situation because as you know there's 33,000 vehicles a day on that section of the road and you have a traffic signal at NEA Hospital and then you have a traffic signal at Airport Road. I have looked at the accidents there and studied it, and it's a challenging situation. The easy thing to do may be to put up a traffic signal, but any time you do that you drastically hurt your main corridor and there's going to be a lot more rear-end accidents and you're going to introduce a lot more delay to Highway 49. We all know that any time you put a traffic signal close to another one that it creates

problems on your major road. However, we have the issue that it's really difficult to get out there. A lot of people go through Hickory and they come to Airport Road and they use that signal to get out. When you look at that section of town, it's fairly intuitive something is going to have to be done in that area to get a connection of Paragould Road. We are a little bit reluctant just to throw a traffic signal out there and say that's the solution because I don't really feel like it is the solution, even though that would increase safety. I think the big picture for Jonesboro when you look at safety and the general traffic and public that may not be the best solution.

Councilmember McClain said could we explore an option. We have to do something before someone is killed. Mr. Nichols said we have looked into an intersection, which without a diagram is going to be hard to explain, called a Green T intersection. It's a lot more expensive than just a traffic signal. Basically, when you have traffic coming out of Paragould Road, only the eastbound traffic would stop and they would have a merge lane and the westbound traffic wouldn't stop. So it kind of has half the delay, but it's still gonna be a lot more expensive and you limit any access to the north any drive in the future that would want to come in through the north, you eliminate that possibility. So, that is an option and that may be the next cheapest option, but you're probably still talking a couple million dollars. It's a challenging area that we really don't have a good solution for, and it's worth studying deeper. We have been monitoring it. I look at the accidents and try to see if there is a pattern we can do, but, right now, we don't have a solution for that particular area.

Mayor Harold Perrin said on top of that, and Mr. Nichols you can correct me if I'm wrong, in our STIP we are going to rework the entire intersection at Airport Road and also at Highway 351, and that's being engineered and looked at now with the AHTD. So, if you redo the airport deal, you're gonna give more time because you're gonna have a dedicated right turn lane and you'll have a guarded left turn lane coming back to town, so it's probably gonna slow down a lot of that traffic more before it ever hits that curve down there. I know exactly which one you're talking about. Councilmember McClain said it's kind of scary turning left. I don't go that way. Mayor Perrin said I'd rather go back and hit Aggie Road. We will look at it. Mr. Nichols said again, that is a state route and even if we wanted a traffic signal there we would have to request it and they would be the ultimate authority to approve that. We just haven't gotten that far where we have felt like that was really the solution that is needed there. I'm glad you brought it up. It's something that we really want to bring to the department's attention, as well. I know we have asked them about it, but maybe we can make an official request. Councilmember McClain said if you could. Mayor Perrin said I can write a letter.

Chairmember Hafner said wouldn't the proposed eastern corridor alleviate some of the traffic or not. Mr. Nichols said it depends. It's kind of right on the edge of where you would expect people to take, you know Commerce and not take the Red Wolf Boulevard route, but I anticipate a lot of people from the Sage Meadows area coming down and they're going to hang a left on Highway 49 and go to Commerce, so I can see traffic increasing. Councilmember McClain said a lot of times you have the traffic that seems like it's coming down the hill from Hilltop. It's just rolling with folks going back to Brookland and Paragould. Chairmember Hafner said I appreciate you coming. Mayor Perrin said we're keeping him busy drawing.

Councilmember Street said hopefully that corridor will take a lot of the truck traffic out of the mix. I'd hope. I know I've talked to AHTD about that and that's kind of what they're looking at, too. Mr. Nichols said I'm excited about it. The initial study says it will take 5,000 vehicles a day off Red Wolf, which as you know is around 42,000 right now,

but the key thing is that it keeps Red Wolf from getting worse than what it is. It's not the silver bullet that's gonna make traffic disappear from Red Wolf, but it's gonna help it and at least keep it from getting a lot worse. Mayor Perrin said by the time we build Commerce, based on my experience with the AHTD, and I'm not being critical, but with Commerce you're going to have to buy a right-of-way and all of that and engineering. By the time that's completed, you're probably looking at 10 years out. Now, take 10 years and put that on Red Wolf Blvd and we're growing at three percent per year. He just told you it was engineered for 30,000 and we're at 41,500 now by the last count we had. We put our cameras up at Aggie Road and we put it up at Stallings Road. That's one reason we're doing the right hand turn lane on Stallings now because everybody is finding them another connector. Those that live here, we are going to find our way around to, what I call, a connector. It's the folks that come here, and we have a lot that come here to shop, that don't know that.

Councilmember Street said Mr. Nichols, are they letting the bid on Highway 412 from Paragould, this year. Mr. Nichols said yes sir. Councilmember Street said that's another deal that I think is going to take some traffic off Highway 49, because they won't have to come through Jonesboro to get on Highway 63. They will take a straight shot from Highway 412. Now, it's probably gonna be truck traffic, but that's a lot of traffic we won't have to take on. We might get some. How much I don't know, but I think that's gonna give us some relief just like our eastern corridor will. Chairmember Hafner said anything else from Mr. Nichols. Councilmember McClain said no. Chairmember Hafner said we appreciate it Mr. Nichols.

Chief Police Rick Elliott said I think I have just a few minutes. You brought up a good point earlier. It seems like the first time Finance hears about things coming up is during this meeting and you might not have a lot of insight that things are in need or whatever. It just kind of hit me that I have some things coming up on the radar that I will be coming to Finance for here in the next few months. So, let me just kind of throw it out there. Not asking for anything tonight, but just a heads up that we have issues coming up. We talked about the body worn cameras. That federal grant money is on hold right now along with the JAG money. There was a lawsuit filed across the country about some of these sanctuary cities. So, they have put all of this federal money on hold. Until that's resolved, this grant will not open up for body worn cameras. Now, we are in a process of test and evaluation with a company called Axon for body cameras and we received those cameras back in October, but our test and evaluation is going to end in September. So, between now and the next couple of months from now, I will be getting some firm numbers from Axon to look at the cost of purchasing this program. They have several options. You can buy it all out at once or do a finance option. I would say that I would look at a finance option with hopes that, somewhere down the line, this grant money would come back in play and we could offset some of that expense, if not this year then the next year until we got the system paid off.

Chairmember Hafner said one moment please Chief Elliott. Councilmember Street had to leave. We only have three left. I don't know what that does. Chief Elliott said this is just an informational deal. Chairmember Hafner said yes, we're not going to be taking any action, but I just wanted to make sure we were fine with him finishing. City Clerk Donna Jackson said I just wanted you to know that you can't vote on anything. Chairmember Hafner said yes. We're not voting on anything. This is just informational. Mayor Perrin said he's just giving you a heads up. Chief Elliott said this is just a heads up that these are issues that are going to come before Finance so you won't be blindsided. Chairmember Hafner said I just wanted to clarify.

Chief Elliott said the body camera issue will be coming up in the near future. I have

some laptop computers that have gone down and can't be fixed. I will be coming to Finance in the next meeting or so to purchase some more laptops. Nettleton School District has sent me a letter requesting another School Resource Officer (SRO) for the fall. I will be looking to put together an ordinance to add another officer to the department. The school will pick up the expense for the SRO, but if I give up one then I will need to replace that one. So, heads up on that. Talking about long-term projects, our car camera system is getting to the end of life, so in the next few years down the road we will be looking at a big expenditure on that. The good thing about this company we are using with the body cameras, they have an in-car solution, and the cost is about half of what we are paying now for a car camera. If we do buy into this company, what car cameras I have in place, as they die out, I will replace with these new camera systems with Axon. Looking ahead, our radio systems are on the A1 network. It's a statewide network. There's some talk about the State charging the City a user fee per radio. It could be anywhere from \$25 to \$30 a year, and in the police department alone I have 365 radios. If that happens, then somewhere down the road, if you take police, plus fire, that is going to be a big expense we will have to add on to Public Safety. The radios we are currently using, most of them are at the end of life. They are not going to make parts anymore for the models we are currently using, and as they start to die out, we are going to have to start replacing these radios. They are about \$3,500 each.

Again, this is just a heads up that two or three years or five years down the road we are going to have some big capital outlays. Chairmember Hafner said Mayor Perrin has mentioned this, I have and I believe other councilmembers have too, but when we look long-term it makes finding those additional sources of revenue more important and not just for any one department. It's for public safety, police, fire, streets, quality of life, and on and on, for Jonesboro to remain a first class city and not just in population, but also in presentation and quality of life. Chief Elliott said these are matters I deal with day in and day out. I thought that while we're here this would be a good time to give you a heads up that things will be forthcoming.

7. Public Comments

8. Adjournment

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

Aye: 3 - Ann Williams; David McClain and Joe Hafner

Absent: 3 - Charles Coleman; John Street and LJ Bryant



Legislation Details (With Text)

File #:	ORD-18:019	Version: 2	Name:	AMEND THE 2018 BUDGET AND MOVE \$2,000,000 FROM THE GENERAL FUND RESERVES TO CAPITAL IMPROVEMENT FUND FOR STIP PROJECT
Type:	Ordinance	Status:	To Be Introduced	
File created:	3/5/2018	In control:	Finance & Administration Council Committee	
On agenda:		Final action:		
Title:	AN ORDINANCE TO AMEND THE 2018 BUDGET AND MOVE \$2,000,000 FROM THE GENERAL FUND RESERVES TO CAPITAL IMPROVEMENT FUND FOR STIP PROJECT			
Sponsors:	Engineering, Finance			
Indexes:	Budget amendment			
Code sections:				
Attachments:	P Lack email Harrisburg Road.pdf			

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE TO AMEND THE 2018 BUDGET AND MOVE \$2,000,000 FROM THE GENERAL FUND RESERVES TO CAPITAL IMPROVEMENT FUND FOR STIP PROJECT
 WHEREAS, the City of Jonesboro passed Ordinance 16:055 moving \$7,810,000 from General Fund Reserves to the Capital Improvement Fund and earmarking said funds as local City match for the Statewide Transportation Improvement Program (STIP).

WHEREAS, the scope of work and project limits for the Harrisburg Road (AR 1B) widening project (ARDOT 100881) needs to be extended from Forest Hill Road to Fire Station No. 4 entrance drive to better accommodate current traffic demands in this area.

WHEREAS, Arkansas Department of Transportation (ARDOT) has indicated that the scope of work and limits of construction for this project can be extended if the City of Jonesboro is willing to pay the difference in project cost.

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance 17:087, which will need to be amended to transfer to transfer \$2,000,000 in General Fund Reserves to the Capital Improvement Fund and earmark said monies for the Harrisburg Road (ARDOT 100881) project.

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

SECTION 1: The 2018 Budget is hereby amended to move \$2,000,000 held in reserve from General Fund to the Capital Improvement Fund.

SECTION 2: This ordinance being necessary to earmark funds required to improve said roadway as part of the Statewide Transportation Improvement Program (STIP).

-----Original Message-----

From: Patricia Gail Lack [<mailto:pglack@suddenlink.net>]

Sent: Monday, March 05, 2018 8:47 PM

To: Charles Frierson <cdfrierson3@hotmail.com>; Gene Vance <GVance@jonesboro.org>; Charles Coleman <crcjab@sbcglobal.net>; chrismooreplumbing@yahoo.com; edgecoffehouse@hotmail.com; clgrehabman@yahoo.com; John Street <jwstreet@sbcglobal.net>; Mitch Johnson <johnsons3@suddenlink.net>; LJ Bryant <lj@ljbryant.com>; Joe Hafner <Joeforjonesboro@gmail.com>; Bobby Long <blongjcc@gmail.com>; David McClain <DMcClain@jonesboro.org>

Cc: Harold Perrin <HPerrin@jonesboro.org>; Craig Light <CLight@jonesboro.org>; Donna Jackson <DJackson@jonesboro.org>

Subject: Seeking more funds for Harrisburg Road project

Hello-

The Jonesboro Sun had an article the paper on Saturday with the announcement that "Mayor to seek more funds for Harrisburg Road". It states that Mayor Perrin plans to ask the city council for more money for the scheduled widening of Harrisburg Road, extending the project beyond the current plans. The project estimate of the additional work will cost \$1.2 million. ArDot officials think the cost may be closer to \$2 million. The city will have to use local funds to pay for it. There isn't money to pay for it, so the Mayor will ask the council to encumber more money in the city's reserve fund.

I am writing all of you and Mayor Perrin to postpone the decision at this time of requesting additional funds for this project. Several weeks ago I met with Brad Smithee to discuss this project. Since that time, I started a petition making amendments to the current planned project for the road. This petition has been circulating for the past 2 weeks. I have a deadline date to collect the petitions on March 22. After that, I have a scheduled another meeting on Monday, March 26 with Brad Smithee to discuss our ideas for this area. I will be inviting Mayor Perrin and Craig Light to this meeting.

Brad Smithee told me when I met with him the first time that there is still one more public meeting scheduled in early spring to discuss this project. After that, they will be closer to finalizing this project.

I hope you all will consider postponing any decision at this time of using over \$1million plus dollars from our reserve fund until after our community meeting on Monday, March 26th. This request is not on tomorrow's city council agenda. I hope you will consider this request when it comes up.

Thank you,
Patti Lack

-----Original Message-----

From: Patricia Gail Lack [<mailto:pglack@suddenlink.net>]

Sent: Monday, March 05, 2018 8:54 PM

To: Harold Perrin <HPerrin@jonesboro.org>; Craig Light <CLight@jonesboro.org>

Cc: Donna Jackson <DJackson@jonesboro.org>

Subject: Invitation to a meeting on March 26 concerning the Harrisburg Road project

Hello,

Just a few minutes ago, I sent you both and all the city council members an email requesting to postpone voting for additional money from our reserve fund to extend the project on Harrisburg Road until the 1st of April. A couple of weeks ago, I meet with Brad Smithee to talk about this project. After that, I started a petition to amend the current planned project.

I have scheduled a meeting on Monday, March 26 at 3:00 to have concerned citizens and myself meet with Brad Smithee again to share ideas. The location hasn't been decided yet but I will be in contact with you both. I would like to invite both of you to come.

I want to make sure we do this project right also.

Thank you,

Patti Lack



Legislation Details (With Text)

File #:	RES-18:030	Version:	1	Name:	ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/27/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING				
Sponsors:	Finance, Mayor's Office				
Indexes:					
Code sections:					
Attachments:	Justice Complex Floorplan.pdf Justice Complex Lease Agreement.pdf				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

WHEREAS, the City of Jonesboro, Arkansas and Craighead County, Arkansas desire to enter into a lease agreement for space for the Craighead County District Court and its employees in the Justice Complex located at 410 W. Washington Avenue, Jonesboro, Arkansas; and

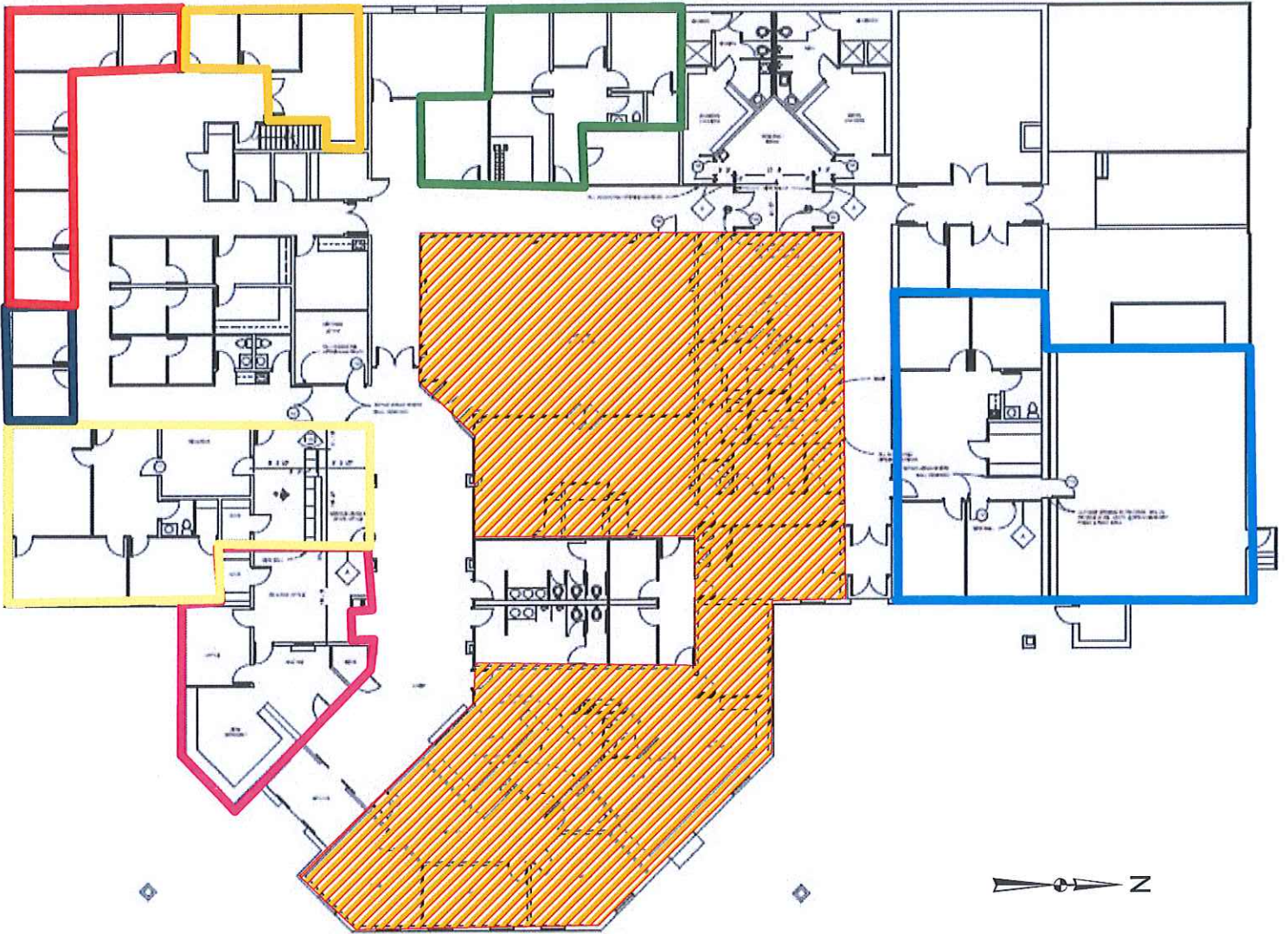
WHEREAS, said lease agreement is attached hereto and the terms set out therein; and

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

Section 1: The City of Jonesboro approves the Lease Agreement with Craighead County, Arkansas for property located in the Justice complex located at 410 West Washington, Jonesboro, Arkansas. That the term of the Agreement shall be for a period of three years and the space to be rented is 6,269 square feet and the rental cost for the space shall be \$28,022.43 to be paid annually. All other details of the agreement are set out in the attachment.

Section 2: 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 this agreement.

Justice Complex



LEASE AGREEMENT

This agreement, made and entering into on effective date by and between the CITY OF JONESBORO, hereinafter called Lessor, and Craighead County Quorum Court, hereinafter called Lessee, enter into the following lease agreement, to wit:

1. Leased Premises. For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Craighead County, Arkansas: 6,269 square feet from the City of Jonesboro, Municipal Complex located at 410 West Washington, Jonesboro, Arkansas. To have and to hold said premises unto the said Lessee for and during the term contained in paragraph two, subject to the covenants, conditions, and liens herein contained. The actual area to be leased is designated on the addendum attached hereto.

2. Term. Lessor and Lessee enter into a lease agreement dated the 4th day of March, 2018 and shall extend for a term of three years. However, either party with a written 90 day notice to the other may terminate this lease for any reason prior to the expiration of this agreement. At the end of the three year term, the lease will convert to a monthly lease until such time as a new lease agreement is signed by the parties.

3. Rent. Lessee agrees to pay Lessor as rental the sum of \$28,022.43, payable on the 4th day of March, 2018 and on the first day of March every year thereafter during the term of this lease.

4. Payment of Rent. The rent payable hereunder shall be paid to Lessor at 300 S. Church Street, Jonesboro, Arkansas 72401.

5. Building Alterations/Remodeling. Any and all building alterations/remodeling shall only be made with prior permission from the City of Jonesboro.

6. Use of Property. Lessee agrees to use the leased premises for the purpose of County Judicial Business and office clerical work. Lessee is to obtain written consent from Lessor in advance if planning to use premises for any other reason.

7. Assignment and Subletting. Lessee shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Lessor's written consent, which consent shall not be

reasonably withheld. In the event of such assignment or subletting, Lessee shall remain liable for the performance of this Lease.

8. **Lessor's Repairs.** Lessor shall maintain the exterior walls, doors, and roof of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Further, the Lessor is obligated to keep the interior of the building, including interior wiring, plumbing, and window and door glass in good repair.

9. **Lessee's Repairs.** Lessee shall be responsible for maintaining its area of carpeting and the painting of the interior of the leased premises. Lessee shall be responsible for any cosmetic changes to the interior of the premises. Lessee shall, at the termination of said lease, leave interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excluded.

10. **Lessee's Default.** If Lessee shall be in default as to the payment of rent for a period of thirty (30) days or as to any covenant herein provided for more than thirty (30) days after receipt of notice from Lessor specifying such default, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to reenter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonable obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event it will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such default.

11. **Non-Waiver.** It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. **Holdover.** If Lessee remains in possession of the leased premises after the expiration of the term of this Lease, or renewal of this Lease, as the case may be, without a new lease reduced to writing and duly executed, even if Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the leased

premises only as a Lessee from month to month, subject to all the covenants, conditions, and agreements of this Lease.

13. **Risk of Loss.** Lessee shall be solely responsible for losses including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and/or other valuables left on the leased premises. The Lessee may elect to acquire and maintain insurance to protect against such losses at its own expense.

14. **Common Areas.** Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the invitees and employees of Lessor, Lessee, and other tenants of Lessor, and Lessor hereby grants to Lessee the right, during the term of this lease, to use any designed parking areas and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

15. **Compliance with Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

16. **Waste.** Lessee shall not commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises. Lessee shall not store or permit to be stored thereon or therein any explosives, combustible substances, or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property, and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

17. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. **Governing Law.** The terms and conditions of this Lease shall be construed and governed by the laws of the State of Arkansas and any venue for any litigation related to this issue shall be in Jonesboro, Craighead County, Arkansas.

19. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all

or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this _____ day of _____, 2018.

LESSEE
Craighead County Judge
By: _____
County Judge, Ed Hill

LESSOR
City of Jonesboro
By: _____
Mayor Harold Perrin

Attested by:

Attested by:

Title: _____

Title: _____



Legislation Details (With Text)

File #:	RES-18:036	Version:	1	Name:	CONTRACT WITH REBECCA WILSON FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/5/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH REBECCA WILSON FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Rebecca Wilson ML				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION TO CONTRACT WITH REBECCA WILSON FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE COMPLEX

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

WHEREAS, Rebecca Wilson is seeking sponsorship recognition on one outfield sign at the Miracle League Park; and

WHEREAS, Rebecca Wilson is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Rebecca Wilson for the sponsorship of one outfield sign at the Miracle League Park. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Rebecca Wilson (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of August, 2017 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **September 1st, 2017**.
A sum of **\$300.00** shall be paid on **September 1st, 2018**.
A sum of **\$300.00** shall be paid on **September 1st, 2019**.
- (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: **Rebecca Wilson**
Name: Rebecca Wilson
Title: Owner
Date: 2-28-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:037	Version:	5	Name:	CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/5/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	VANCE CONSTRUCTION				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION TO CONTRACT WITH VANCE CONSTRUCTION FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Vance Construction is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

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

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Overhead Door for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Vance Construction (SPONSOR) and the City of Jonesboro (CITY), on this 1st Day of March 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

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

II. Advertisement at Facilities

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

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

BY: **Vance Construction**
Name: Harold Perrin
Title: President
Date: 3/2/2018

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:038	Version:	2	Name:	CONTRACT WITH JONESBORO OVERHEAD DOOR FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/5/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEAD DOOR FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	JONESBORO OVERHEAD DOOR				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION TO CONTRACT WITH JONESBORO OVERHEAD DOOR FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Jonesboro Overhead Door is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

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

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Overhead Door for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Jonesboro Overhead Door (SPONSOR) and the City of Jonesboro (CITY), on this 1st Day of March 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

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

II. Advertisement at Facilities

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

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: Jonesboro Overhead Door, LLC.
~~The Learning Center of Northeast Arkansas, Inc.~~
Name: [Signature]
Title: PRESIDENT
Date: 3-2-2018

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:040	Version:	1	Name:	CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:			To Be Introduced
File created:	3/7/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Northeast Arkansas Learning Center				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, The Learning Center of Northeast Arkansas is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, The Learning Center of Northeast Arkansas is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with The Learning Center of Northeast Arkansas for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
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 1st Day of March 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

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

II. Advertisement at Facilities

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

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

BY: **The Learning Center of Northeast Arkansas, Inc.**

Name: Aaron Hannah

Title: Director of Services

Date: 3-5-18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:042	Version:	1	Name:	CONTRACT WITH JONESBORO PROSTHETIC & ORTHOTIC FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/7/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO PROSTHETIC & ORTHOTIC FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Jonesboro PROSTHETIC AND ORTHOTIC				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION TO CONTRACT WITH JONESBORO PROSTHETIC & ORTHOTIC FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Jonesboro Prosthetic & Orthotic is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, Jonesboro Prosthetic & Orthotic is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Prosthetic & Orthotic for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Jonesboro Prosthetic & Orthotic Laboratory (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of August, 2017 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **September 1st, 2017**.
 - A sum of **\$300.00** shall be paid on **September 1st, 2018**.
 - A sum of **\$300.00** shall be paid on **September 1st, 2019**.

- (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 Prosthetic & Orthotic Laboratory**

David and/or Robin Yates, Owners

Name:

Robin M. Yates call 938-0149

Title:

vice-President

Date:

8/8/17

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC