



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, June 30, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-15:060](#) Minutes for the Finance Committee meeting on June 9, 2015

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-15:032](#) AN ORDINANCE AUTHORIZING CUSTOM DESIGN SOLUTIONS TO DO BUSINESS WITH THE CITY OF JONESBORO

Sponsors: Grants

Resolutions To Be Introduced

[RES-15:095](#) A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

Attachments: [EAB 4th of July Contract.pdf](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:060 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 6/9/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on June 9, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on June 9, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, June 9, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was not in attendance.

Present 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Todd Burton and Rennell Woods

3. Approval of minutes

[MIN-15:058](#)

Minutes for the special called Finance Committee meeting on June 2, 2015

Attachments: [Minutes](#)

A motion was made by Councilman John Street, seconded by Councilman Rennell Woods, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

4. New Business

Resolutions To Be Introduced

[RES-15:090](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2015 DEPARTMENT OF JUSTICE LOCAL SOLICITATION JAG (JUSTICE ASSISTANCE GRANT) GRANT

Sponsors: Grants

Attachments: [MOU Letter with County.docx](#)

Grants Administrator Heather Clark explained the grant is for roughly \$27,000 and is fully federally funded. The money will be used to purchase additional body cameras for the officers. The grant won't cost the city any money, but will be included in the 2016 budget.

Chairman Dover asked how much a body camera costs. Ms. Clark answered about \$1,100, depending on the vendor used. The Police Department is in communications

with a company about a certain body camera, but no decision has been made yet.

Chairman Dover then questioned whether there are any officers that currently have body cameras. Councilman Street answered yes, there are some officers doing beta testing on the cameras.

Further discussion was held concerning the body cameras that will be purchased. Chief Financial Officer Ben Barylske noted they will be able to provide more information after a decision is made concerning which camera to purchase.

Councilman Coleman expressed concern about ensuring the software for the body cameras is updated and regularly maintained so the cameras work properly. Mr. Barylske stated the company they are speaking with regarding the body cameras is the same company that provides the city with dashboard cameras for the police vehicles.

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

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods

RES-15:092

A RESOLUTION TO CONTRACT WITH JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [jonesboro radio group 4th july contract.pdf](#)

Councilman Street stated this contract is for the 4th of July fireworks.

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

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods

RES-15:093

RESOLUTION AUTHORIZING CITY OF JONESBORO MAYOR TO RELEASE THE LIEN ON PROPERTY AS DESCRIBED: LOT 2, OF BEACONS AND BRIDGES FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, REPLAT OF LOTS 6, 7 AND 8 OF WATKINS SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 4 EAST, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "C" PAGE 193 IN THE RECORDS OF JONESBORO, ARKANSAS, SUBJECT TO EASEMENTS AND RIGHTS OF WAY RECORD.

Sponsors: Grants

Attachments: [Commit A.pdf](#)
[JBcopier@lenderstitle.com_20150602_104727.pdf](#)

Ms. Clark stated this is the final lien release for the four Beacons and Bridges houses. There will be further requests for properties on North Church and Pine. This home was sold to a low income household.

Ms. Clark further discussed the history of the lien on the property. She noted the

agreement with HUD was that the homes would be built and sold to low income households. The city placed liens on the properties to ensure the properties were sold to low income and not sold at market value.

Councilman Street asked if the remaining lots will be sold to Habitat for Humanity. Ms. Clark explained Beacons and Bridges will deed the four lots to Habitat for Humanity at no cost. Habitat for Humanity will pay the back taxes on the properties, which amounts to about \$42 per property. Habitat will build low income housing on the properties.

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

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods

5. Pending Items

Update on the Salary/Longevity Committee

Chairman Dover informed the committee that the Salary/Longevity Committee has met twice. They have revised the job description survey and the benefit survey. They are currently in process of sending out to the ten cities that were selected to receive the survey. Once the information is received the committee will go through the information and come up with a readable document to go over.

Councilman Street asked if the committee results will be put into effect in 2016. Chairman Dover stated he is not sure of a time estimate because it depends on how long it takes for the ten cities to respond to the surveys. It is going to be a lengthy process. They will keep the Council informed of the committee's progress.

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods



Legislation Details (With Text)

File #: ORD-15:032 **Version:** 1 **Name:** Authorizing a city employee's spouse to do business with the city

Type: Ordinance **Status:** To Be Introduced

File created: 6/19/2015 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE AUTHORIZING CUSTOM DESIGN SOLUTIONS TO DO BUSINESS WITH THE CITY OF JONESBORO

Sponsors: Grants

Indexes: Other

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AUTHORIZING CUSTOM DESIGN SOLUTIONS TO DO BUSINESS WITH THE CITY OF JONESBORO

WHEREAS, Arkansas Code Annotated 14-42-107 et seq provides that interest in office or contracts is prohibited by any alderman, council member, official or municipal employee, and

WHEREAS, Mike Mcgaha is owner or owns an interest in Custom Design Solutions, a contracting company that does residential new construction and rehabilitation, located in Jonesboro, Arkansas, and

WHEREAS, The City of Jonesboro Grants and Community Development Department has a limited number of contractors to bid on CDBG funded homeowner rehabilitation projects; and

WHEREAS, special permission will need to be given by the City Council for Custom Design Solutions, owned by a city employee's spouse, Mike Mcgaha, to provide these services for the City of Jonesboro.

NOW, THEREFORE, BE IT ENACTED by the City Council for the City of Jonesboro , Arkansas, that:

Section 1: The City Council for the City of Jonesboro gives special permission for Custom Design Solutions, owned by Mike Mcgaha, a city employee's spouse to do CDBG funded homeowner rehabilitation projects.



Legislation Details (With Text)

File #:	RES-15:095	Version:	1	Name:	Contract with EAB Broadcastors for 4th in the Forrest
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	6/16/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	EAB 4th of July Contract.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

WHEREAS, the City of Jonesboro owns and maintains Craighead Forrest Park located at 4910 South Culberhouse;

WHEREAS, EAB Broadcastors Inc is seeking rental for Fourth in the Forrest fireworks at Craighead Forrest Park; and

WHEREAS, EAB Broadcastors Inc is renting the complex for the sum of \$1,500.00;

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 EAB Broadcastors Inc for the rental of Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

RENTAL AGREEMENT

THIS AGREEMENT made this 16th day of June, 2015 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcastors, Inc. hereinafter called Lessee.

Lessor leases to Lessee, property in Jonesboro, Arkansas commonly known as the Craighead Forrest Park under the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2015, and ending at midnight on July 5, 2015.
2. **RENT:** Rent is payable in advance, no later than June 27, 2015 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Event, and for no other purpose.
4. **SUBLET:** Lessee may not sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Event. Lessee shall be responsible for the following:
 - a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
 - c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.

d. Lessee will barricade restricted access areas to prevent the public from entering.

e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.

g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.

6. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

7. INDEMNIFICATION: Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:

(a) Lessee's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and

(c) Lessee's failure to comply with any requirements imposed by any governmental authority.

8. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.

9. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

10. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

11. COMPLIANCE WITH LAWS: Lessee agrees not to violate any

law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

12. SEVERABILITY: Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

14. INTERPRETATION: This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

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

CITY OF JONESBORO

LESSOR, HAROLD PERRIN, MAYOR



LESSEE, EAB Broadcastors,

Inc.

ATTEST:

DONNA JACKSON,
CITY CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regions Insurance, Inc. 1465 E. Joyce Blvd., Ste 205 Fayetteville, AR 72703 http://www.regions.com/rig.rf	CONTACT NAME: Kathy Foster PHONE (A/C, No, Ext): 479-684-5219 E-MAIL ADDRESS: kathy.foster@regions.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED East Arkansas Broadcasters, Inc. PO Box 789 Wynn AR 72396	INSURER A: New Hampshire		
	INSURER B: Granite State Ins. Co.		
	INSURER C: Hartford		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 25086541 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	01LX0240556341	1/9/2015	1/9/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		02CA0190499601	1/9/2015	1/9/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		02UD0428647961	1/9/2015	1/9/2016	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	38WECAJ7904			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Jonesboro 300 South Church Street Jonesboro AR 72401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bud Baldwin <i>Warren Bud Baldwin</i>
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