

**AGENDA**  
**OSCEOLA CITY COUNCIL REGULAR MEETING**  
**March 20, 2023 - 5:00 pm**  
**303 W. HALE AVENUE - COUNCIL CHAMBERS**

1. PUBLIC HEARING – PILOT (ACT 9) – Mitchell Williams Attorney at Law
2. PRAYER- Evangelist Sandra Collins
3. SERVICE AWARDS – Mayor and Jane Stanford
4. MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
5. ACTION: MINUTES: February 20<sup>th</sup> Monthly City Council Meeting
6. REPORTS:
  - a. Chamber of Commerce
  - b. SHIFT, Museum, Main Street, and District Court Report
  - c. Financial Report - Melissa Harrison
  - d. Police/Fire reports – See reports in packet
  - e. OPAR/Golf Animal Control - See reports in packet
  - f. Utilities (OMLP, Water, and Sewer) - See reports in packet
  - g. Code Enforcement – See reports in packet
  - h. Street & Sanitation reports - See reports in packet
7. BUISNESS
  - a. Resolution: Sale of Fire Dept Property – Peter Hill
  - b. Resolution: Kelley Commercial Partners Consulting – Mayor Harris
  - c. Resolution: Shirley Drive Ditch – Ed Richardson
  - d. Grant Agreements: - Tyler Dunegan
    - a. SMC Chamber of Commerce
    - b. Museum
    - c. Main Street
    - d. Shift
    - e. Gary’s Pizza
  - e. Granny’s Kitchen – Letisha Young
  - f. Hybar – Dave Stickler and Michele Allgood (Mitchell Williams)
8. ANNOUNCEMENTS:
9. ADJOURN

## **AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City Council of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Main Street Osceola (Contractor) to receive grant funds from the City of Osceola.

The Main Street Osceola Program agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$\_\_\_\_\_, paid in quarterly installments.

The primary objective of the Main Street Osceola Program under the guidance of a local Executive Director and Board of Directors is to coordinate activities within a downtown revitalization program which utilizes historic preservation as an integral foundation for downtown economic development.

### **1. SCOPE OF SERVICES**

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the revitalization of the downtown area.
- b) Actively locate, recruit, and support new businesses in downtown Osceola to reduce property vacancy rates with quality commercial growth.
- c) Assist individual tenants or property owners with physical improvement programs and grants, including but not limited to downtown revitalization grants and signage grants through personal consultation or by obtaining and supervising professional design consultants; assist in locating appropriate contractors and materials; and when possible guidance on necessary financial mechanisms for physical improvements.
- d) Utilize the Main Street Program format, develop and maintain data systems to track the process and progress of the local Main Street Osceola program. These systems should include economic monitoring and individual building files through photographic documentation of all physical changes and information on job creation and business retention.
- e) Develop strategies for downtown economic development through historic preservation utilizing the community's human and economic resources. Become familiar with all persons and groups directly or indirectly involved in the downtown commercial district. Mindful of the roles of various downtown interest groups, develop an annual action plan for implementing a downtown revitalization program focused on four areas: design/historic preservation, promotion, organization/membership and economic vitality/development.
- f) Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of the downtown's architecture and other assets and to foster an understanding of the Main Street Program's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- g) Encourage a cooperative climate between downtown interests and local public officials.
- h) Advise and develop a working relationship with downtown merchant's organizations and/or

## **AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

Chamber of Commerce Executive Director and Board of Directors to further Main Street Osceola's program activities and goals and assist in the coordination of joint promotional events, such as seasonal festivals or cooperative retail promotional events, in order to improve the quality and success of events to attract people downtown; encouraging excellence in all aspects of promotion in order to advance an image of a quality downtown for the community.

- i) Represent the community at the local, state and national levels; speak effectively on Main Street Osceola's program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- j) Coordinate quality of life events including but not limited to Osceola Winter Festival Christmas Parade, Farmer's Market, and Arts of the Square.
- k) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- l) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

### **2. INDEPENDENT CONTRACTOR**

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

### **3. INDEMNIFICATION**

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

### **4. NOTICE**

**AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

**5. TERMINATION**

- a) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

**Witnessed:**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.**

MAIN STREET OSCEOLA

CITY OF OSCEOLA

\_\_\_\_\_  
JUSTIN CISSELL, PRESIDENT

\_\_\_\_\_  
JOE HARRIS, JR, MAYOR

\_\_\_\_\_  
KRISTI HOPPER, EXECUTIVE  
DIRECTOR

\_\_\_\_\_  
JESSICA GRIFFIN, CITY CLERK

**AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO  
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Mississippi County Historical and Genealogical Society (Contractor) to receive funds for providing a service for the City of Osceola, Arkansas.

The Mississippi County Historical and Genealogical Society agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$\_\_\_\_\_, paid in quarterly installments.

The primary objective of the Mississippi County Historical and Genealogical Society under the guidance of a local Board of Directors is to preserve the history of Osceola and Mississippi County by operating Mississippi County Museum.

**1. SCOPE OF SERVICES**

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the preservation of the history of Osceola.
- b) Develop, in conjunction with the Mississippi County Historical and Genealogical Society, strategies for historic preservation. Become familiar with persons and groups directly or indirectly involved in Osceola's historic preservation.
- c) Develop and conduct ongoing public awareness and education programs designed to promote the history of Osceola and other assets and to foster an understanding of the Mississippi County Historical and Genealogical Society's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- d) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- e) Represent the community at the local, state and national levels; speak effectively on Mississippi County Historical and Genealogical Society's directions and findings, always mindful of the need to improve state and national historic preservation policies as they relate to smaller communities.
- f) Operate the Mississippi County Historical and Genealogical Society historical center and Mississippi County Museum.
- g) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- h) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

**2. INDEPENDENT CONTRACTOR**

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent

**AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**3. INDEMNIFICATION**

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

**4. NOTICE**

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

**5.) TERMINATION**

- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive, and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.**

MISSISSIPPI COUNTY HISTORICAL  
AND GENEALOGICAL SOCIETY

CITY OF OSCEOLA

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ROBERT ZENANKO, PRESIDENT

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JOE HARRIS, JR, MAYOR

**AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO  
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

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LIB SHIPPEN, SECRETARY

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JESSICA GRIFFIN, CITY CLERK

**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO  
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Osceola/South Mississippi County Chamber of Commerce (Contractor) to receive funds from the City of Osceola, Arkansas.

The Osceola/SMC Chamber of Commerce agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$\_\_\_\_\_, paid in quarterly installments.

The primary objective of the Osceola/SMC Chamber of Commerce under the guidance of a local Executive Director and Board of Directors is to coordinate activities throughout Osceola and South Mississippi County that focus on commercial development.

**1. SCOPE OF SERVICES**

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the recruitment of businesses, improvement of economic development, and the advancement of tourism opportunities in Osceola.
- b) Actively locate, recruit, and support new businesses in Osceola to reduce property vacancy rates with quality commercial growth.
- c) Coordinate activity of Osceola/SMC Chamber of Commerce committees, ensuring that communication between committees is well-established; assist committees with implementation of work plan items.
- d) Develop, in conjunction with the Osceola/SMC Chamber of Commerce Board of Directors, strategies for economic development utilizing the community's human and economic resources. Become familiar with persons and groups directly or indirectly involved in Osceola's commercial district.
- e) Develop and conduct ongoing public awareness and education programs designed to promote Osceola and other assets and to foster an understanding of the Osceola/SMC Chamber of Commerce goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- f) Actively recruit, locate, and support new businesses and commercial opportunities in Osceola.
- g) Assess the management capacity of major area organizations and encourage improvements in the community's ability to undertake joint activities such as promotional events, advertising, uniform store hours, special events, business recruitment, parking management and related matters. Provide advice and information on successful downtown management. Encourage a cooperative climate between business interests and local public officials.
- h) Advise any merchant's organizations and/or Main Street Osceola Executive Director and Board of Directors on Osceola/SMC Chamber of Commerce program activities and goals and assist in the coordination of joint promotional events, such as seasonal festivals or cooperative retail



**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

promotional events, in order to improve the quality and success of events to attract people to Osceola; encouraging excellence in all aspects of promotion in order to advance an image of a quality town for the community.

- i) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- j) Represent the community at the local, state and national levels; speak effectively on Osceola/SMC Chamber of Commerce's directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- k) As directed by the A&P Commission and City Council, lead the Heritage Tourism Comprehensive Strategic Planning process in collaboration with Arkansas State University and the City of Osceola, engaging and involving all groups that have tourism as part of their mission including but not limited to Main Street Osceola, Mississippi County Historic and Genealogical Society, City of Osceola Improvement Taskforce, and others.
- l) Coordinate quality of life events including but not limited to Chamber Member Luncheons, Chamber Job Fair, Car Show & Fall Festival, and the Annual Chamber Banquet.
- m) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- n) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

**2. INDEPENDENT CONTRACTOR**

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**3. INDEMNIFICATION**

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation,

**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

**4. NOTICE**

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

**5. TERMINATION**

- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive, and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.**

OSCEOLA/SMC CHAMBER OF  
COMMERCE

CITY OF OSCEOLA

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MICHAEL EPHLIN, PRESIDENT

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JOE HARRIS, JR, MAYOR

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MEGAN OWENS, EXECUTIVE  
DIRECTOR

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JESSICA GRIFFIN, CITY CLERK

## **AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City Council of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for SHIFT Family Outreach (Contractor) to receive funds from the City of Osceola.

The SHIFT Family Outreach agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$\_\_\_\_\_, paid in quarterly installments.

The primary objective of SHIFT Family Outreach, a 501(c)(3) organization under the guidance of a local Executive Director and Board of Directors, is to provide care for the less fortunate in our city.

### **1. SCOPE OF SERVICES**

- a) Work with the City of Osceola to identify and prepare local ordinances to assist in the care of homeless and low socioeconomic status and to ensure access to safe, affordable housing, and the need of maintaining that housing.
- b) Develop and conduct ongoing public awareness and education programs designed to raise awareness of homelessness and low socioeconomic status.
- c) Maintain a minimum of eight beds and provide safe shelter, basic needs, and navigation systems to individuals who need it in Osceola.
- d) Maintain and operate a feeding program that provides cooked lunches as well as uncooked food to eligible citizens of Osceola.
- e) Maintain status as a disaster relief agency of the Northeast Arkansas Food Bank.
- f) Provide a written monthly report to be included in the monthly City Council packet with non-HIPAA information to the government body of Osceola including but not limited to minimum numbers served, housed, and exited with destinations.
- g) Represent the community at the local, state and national levels; speak effectively on SHIFT Family Outreach program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- h) Residents will provide positive community service in cooperation with the City of Osceola to help with beautification projects in and around City Hall and downtown Osceola on Tuesdays and Thursdays for a minimum of two hours or as deemed necessary as long as not a hindrance to the shelter residents improving their quality of life.
- i) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the periods from April 2023 to March 2024.

### **2. INDEPENDENT CONTRACTOR**

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent

**AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**3. INDEMNIFICATION**

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor’s indemnification obligations in this section shall survive expiration of this Agreement.

**4. NOTICE**

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

**5. TERMINATION**

- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.**

SHIFT FAMILY OUTREACH

CITY OF OSCEOLA

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JACQUELINE JOHNSON, EXECUTIVE  
DIRECTOR

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JOE HARRIS, JR, MAYOR

**AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF  
OSCEOLA, ARKANSAS FOR THE YEAR 2023**

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CASSANDRA HILL, SECRETARY

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JESSICA GRIFFIN, CITY CLERK