

**RESOLUTION 1-2018**

**STATE AID CITY STREET PROGRAM PROJECT RESOLUTION**

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF  
DIAMOND CITY, ARKANSAS TO UTILIZE STATE AID STREET MONIES  
FOR THE FOLLOWING CITY PROJECT:**

**WHEREAS**, the City of Diamond City, Arkansas, understands that State Aid Street program Funds are available for **Job C05007** for certain city projects at the following participating ratios:

	<u>Work Phase</u>	<u>State Aid%</u>	<u>City %</u>
Reconstruction/Resurfacing Construction of City Projects	Preliminary Engineering	100%	-0-
	Right-of Way	-0-	100%
	Utilities	-0-	100%
	Construction	100%	-0-
	Construction Engineering	100%	-0-
City projects programmed	All Phases	-0-	100%

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

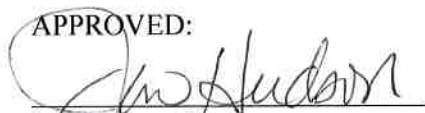
**SECTION I:** The city will participate in accordance with its designated responsibilities in this project.

**SECTION II:** The Mayor, or his/her designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

**SECTION III:** The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas State Highway and Transportation Department regulations.

**SECTION IV:** The City pledges its full support and hereby authorizes the Arkansas State highway and Transportation Department to initiate action to implement this project.

**THIS RESOLUTION** adopted this 23 day of January, 2018.

APPROVED:  
  
Jan Hudson, Mayor

ATTEST:  
  
Tina Jackson, City Recorder

**RESOLUTION 02-2018**

**2018 BUDGET**

**A RESOLUTION BY THE CITY COUNCIL OF DIAMOND CITY, BOONE COUNTY, ARKANSAS FOR THE ADOPTION OF A BUDGET FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018 APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR AND FOR OTHER PURPOSES.**

Whereas, The City Council City of Diamond City has made a comprehensive study and review of the proposed budget submitted by the Mayor; and

Whereas, it is the finding and conclusion of the City Council that the schedules and exhibits of anticipated revenues and expenditures for the calendar year appear to be as accurate as possible for budgetary purposes.

**NOW, THEREFORE, be it resolved by the City Council of Diamond City, Arkansas:**

**SECTION 1**

- A. This resolution shall be known as the resolution budget for the City of Diamond City, Arkansas for the twelve (12) month period beginning January 1, 2018 and ending on December 31, 2018. The attached budget, incorporated herein as if set out word for word and figure for figure, reflects estimated revenues and expenditures as set forth on the succeeding pages.

**SECTION 2**

- A. The respective funds for each item of expenditure proposed in the budget for 2018 are hereby approved and adopted for the operation of the City of Diamond City, Arkansas by the City Council on this date and constitute an appropriation of funds which are lawfully applicable to the items contained within the budget. This budget may be altered or revised by action of this governing body and unpledged funds may be subsequently appropriated to another purpose as provided by law. A.C.A 14-58-203(a)

**SECTION 3**

- A. The Mayor or the Mayor's duly authorized representative may approve payment, out of funds appropriated by this budget or otherwise approved by the City Council for these purposes, or may disapprove any bills, debts, or liabilities asserted as claims against the City of Diamond City, Arkansas. Provided,

however, that the execution of all contracts and conveyances and lease contracts shall be performed by the Mayor and attested to by the Recorder, when authorized by a resolution in writing and approved by a majority vote of the City Council present and participating.

**SECTION 4**

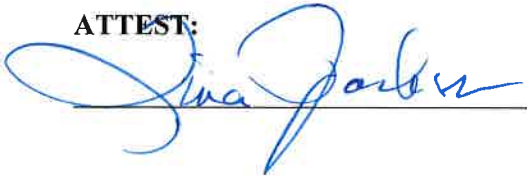
- A. **SEVERABILITY** If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

**THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE.**

Approved and adopted by roll call vote as follows this 26<sup>th</sup> day of June 2018.

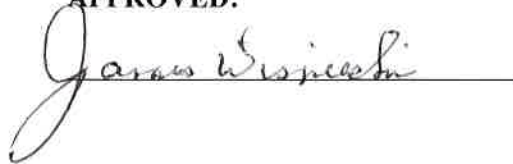
Ayes 5 Nays 0 Abstentions 0 Absent 1

**ATTEST:**



A handwritten signature in blue ink, appearing to read "Tina Parker", written over a horizontal line.

**APPROVED:**



A handwritten signature in blue ink, appearing to read "James Wisniewski", written over a horizontal line.

RESOLUTION NO. 04 -2018**A RESOLUTION FOR THE PURPOSE OF AUTHORIZING A LEASE OF MUNICIPAL PROPERTY TO THE GOOD NEIGHBOR FOOD CUPBOARD AND FOR OTHER PURPOSES;**

**WHEREAS**, the City of Diamond City, Arkansas owns property located at 320 Grand Avenue, Diamond City, Arkansas 72630; and

**WHEREAS**, the real property and building located at 320 Grand Avenue, Diamond City, Arkansas 72630, is no longer used by or needed by the City of Diamond City, Arkansas for any municipal purpose; and

**WHEREAS**, the Good Neighbor Food Cupboard currently leases the real property and building located at 320 Grand Avenue, Diamond City, Arkansas 72630; and

**WHEREAS**, the Good Neighbor Food Cupboard is a nonprofit corporation licensed to do business in the State of Arkansas; and

**WHEREAS**, the Good Neighbor Food Cupboard provides food assistance and food security to the citizens of Diamond City, Arkansas, and the surrounding area; and

**WHEREAS**, the Good Neighbor Food Cupboard has approached the City of Diamond City, Arkansas, seeking to extend its lease and has informed the City that an extended lease would allow the Good Neighbor Food Cupboard to qualify for a grant to acquire a walk-in freezer, which will enhance the Good Neighbor Food Cupboard's ability to provide services for the citizens of Diamond City, Arkansas;

**WHEREAS**, after debate and consideration, it is the finding and conclusion of the City Council of Diamond City, Arkansas, that the citizens of the City of Diamond

City, Arkansas, receive substantial benefit as a result of the charitable services provided by the Good Neighbor Food Cupboard; and

**WHEREAS**, after debate and consideration, it is the finding and conclusion of the City Council of Diamond City, Arkansas, that the benefits provided to Diamond City, Arkansas by the continued presence and enhancement of Good Neighbor Food Cupboard are a significant public advantage, the value of which is difficult to ascertain, and

**WHEREAS**, after debate and consideration, it is the finding and conclusion of the City Council of Diamond City, Arkansas, that the public advantage received by Diamond City, Arkansas vastly exceeds the market value rental rate that the City of Diamond City, Arkansas would receive for a lease of the property located at 320 Grand Avenue, Diamond City, Arkansas 72630; and

**WHEREAS**, after debate and consideration, it is the finding and conclusion of the City Council of Diamond City, Arkansas, that the public advantage received by the citizens of Diamond City, Arkansas, is more than adequate consideration for the execution of a new lease to Good Neighbor Food Cupboard;

**WHEREAS**, after debate and consideration, it is the finding and conclusion of the City Council of Diamond City, Arkansas, that it is in the best interest of the citizens of Diamond City, Arkansas, for the Mayor and Recorder to negotiate and execute a lease of the property located at 320 Grand Avenue, Diamond City, Arkansas 72630, to the Good Neighbor Food Cupboard;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
DIAMOND CITY, ARKANSAS:**

**Section 1.** That the Mayor and Recorder are hereby directed and authorized to execute a Lease with the Good Neighbor Food Cupboard, which grants usage of the property located at 320 Grand Avenue, Diamond City, Arkansas 72630, thereby obtaining for the City the substantial benefits of the Lease and the benefits to the City of the charitable services provided by the Good Neighbor Food Cupboard.

**Section 2.** That said lease shall be for a term not longer than twenty (20) years in duration;

**Section 3.** That said lease shall contain a provision providing that said lease shall terminate automatically in the event the Good Neighbor Food Cupboard ceases providing charitable services to the citizens of Diamond City, Arkansas;

**Section 4.** That the consideration for said lease shall be negotiated by the Mayor, but shall be no less than the above referenced public advantage received by the citizens of Diamond City, Arkansas and the amount of \$1.00 per year, to be paid on or before September 1, 2018, and each year thereafter.

**Section 5.** That the Mayor shall have the authorization and approval of the Council to negotiate any additional terms necessary;

**Section 6.** That the Mayor and Recorder are authorized to take such steps as are necessary to execute such Lease and any related documentation as is necessary to obtain for the citizens of Diamond City, Arkansas, the benefits of the Lease.

**Section 7.** That this resolution shall become effective from and after the date of its adoption.


**Section 8.** Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

**Section 9.** Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

**PASSED AND APPROVED** this the 28 day of August, 2018, in a regular meeting.

Aye 5 Nay 0 Absent 1 Abstain 0

**ATTEST:**

  
Tina Jackson, Recorder

**APPROVED:**

  
Jim Wisniewski, acting Mayor  


RESOLUTION NO. 05 -2018

**A RESOLUTION FOR THE PURPOSE OF ENGAGING THE SERVICES OF STEVEN L. GRADY TO PROVIDE LEGAL ADVICE AND LEGAL SERVICES FOR THE CITY OF DIAMOND CITY, ARKANSAS, AND AUTHORIZING THE MAYOR AND RECORDER TO EXECUTE AN ENGAGEMENT LETTER TO HIRE STEVEN L. GRADY;**

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF DIAMOND CITY, ARKANSAS:**

**WHEREAS**, the City of Diamond City, Arkansas does not currently have a city attorney to advise the Mayor or City Council concerning outstanding legal concerns.

**WHEREAS**, it is the finding and conclusion of the City Council that the City of Diamond City, Arkansas requires the services of an attorney to give legal advice and guidance to the elected officials of Diamond City, Arkansas.

**WHEREAS**, it is the finding and conclusion of the City Council that it is in the best interest of Diamond City, Arkansas that the City Council hire Steven L. Grady to provide legal advice and legal services for Diamond City, Arkansas, and that it is in the best interest of Diamond City, Arkansas, for the Mayor and Recorder to execute an engagement letter to hire Steven L. Grady.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DIAMOND CITY, ARKANSAS:**


Section 1. The City Council for Diamond City, Arkansas hereby agrees to hire Steven L. Grady as an attorney for the City of Diamond City, Arkansas to provide legal advice and legal services for Diamond City, Arkansas and hereby authorize the Mayor and Recorder to execute an engagement letter to hire Steven L. Grady to provide legal advice and legal services. It is understood that Steven L. Grady will be paid Two Hundred Dollars (\$200.00) per hour for all legal services provided.



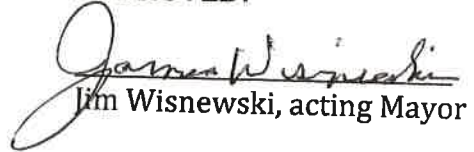
**PASSED AND APPROVED** this the 16 day of August, 2018, in a special meeting.

Aye 4 Nay 0 Absent 1 Abstain 0

**ATTEST:**

  
\_\_\_\_\_  
Tina Jackson, Recorder

**APPROVED:**

  
\_\_\_\_\_  
Jim Wisnewski, acting Mayor



# The Law Office of Steven L. Grady, PLLC

Steven@northarkansaslaw.com  
northarkansaslaw.com

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Harrison, AR 72601 | Harrison, AR 72602

Telephone: (870) 416-7226  
Facsimile: (870) 292-3519

## ENGAGEMENT LETTER

This Engagement Letter serves as the contract between Diamond City, Arkansas and Steven L. Grady to provide ongoing general legal advice and legal services to Diamond City Arkansas and the officials of Diamond City, Arkansas. The terms of this Engagement Letter are as follows:

**Attorney Fees.** As we have agreed, the hourly rate for my legal services is \$200.00 per hour. Please understand that you will be billed for the time that I spend working on legal issues for Diamond City, Arkansas, including the time that I spend in meetings, making phone calls, or sending e-mails concerning the legal issues of Diamond City, Arkansas. Furthermore, I have a minimum charge for certain tasks. An example is a telephone call which will be billed at least one tenth of an hour, even if it takes less than six (6) minutes. Another example is emails which will be billed at least one tenth of an hour, even if it takes less than six (6) minutes to read and respond.

**Expenses and Costs.** The City of Diamond City, Arkansas will be responsible for all costs and expenses related to any outstanding legal matter that Diamond City, Arkansas may be a party to. The costs and expenses may include court filing fees, process service fees, deposition costs, witness fees and expenses, expert witness fees, postage, travel expenses and other such out of pocket expenses. Diamond City, Arkansas may be asked to advance certain costs and expenses or to pay some third parties directly. Other costs or expenses will be advanced by the attorney and then billed to Diamond City, Arkansas.

**Payment of Fees, Expenses and Costs.** Diamond City, Arkansas will receive a monthly statement showing the amount charged for the preceding month. Diamond City, Arkansas agrees to pay for any and all fees and/or costs upon receipt of a statement. If you have any questions or concerns about any statement that you receive, you should contact my office immediately.

**Court Awarded Attorney Fees and Costs.** In a limited number of cases, the Court will order one party to pay another party's attorney fees and/or costs. Such an order in Diamond City's favor will not change the terms of this agreement. Diamond City will still remain responsible for the payment of my fees and costs. If any payment is actually received from another party pursuant to such an order, Diamond City's account will be credited for such payment. Likewise, the amount of attorney fees awarded by the Court will not control the amount of my attorney fees because the Court considers factors other than the actual value of the legal services provided in making an attorney fee award.

**Services to Be Provided By Attorney.** I will provide those legal services reasonably required to represent the City of Diamond City, Arkansas. I hereby agree to represent the city or town in all actions, both civil and criminal. I agree to advise all city officials when needed, and to prepare all legal papers, blank forms, etc., that may be needed by the City. I will try to keep the City informed of the progress of all legal matters and will respond to its inquiries. I make no representations, promises or guarantees as to the successful outcome of any matter other than to use my best professional efforts to provide the City with reasonable and necessary legal services.

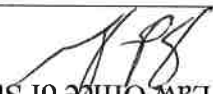
**Your Duties.** You agree to be truthful with me, to cooperate, to keep me informed of developments, to abide by this agreement, to pay my bills on time, and to keep me advised of your address, telephone numbers and whereabouts. You will be given thirty (30) days to retrieve any original documents in my possession after your case is completed.

**Termination of Engagement.** I reserve the right to terminate our attorney-client relationship at any time. Additionally, I expressly reserve the right to withdraw as your attorney for any of the following reasons:

1. Non-payment of fees, costs, expenses, ect., in accordance with this agreement;
2. Failure to cooperate and comply fully with all reasonable requests in reference to this matter; and
3. Your engagement in conduct which renders it unreasonably difficult for me to carry out the purposes of this engagement.

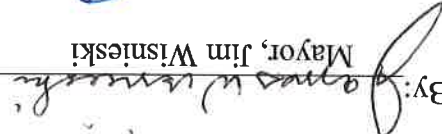
If it becomes necessary for our relationship to be terminated for any reason, your account will be billed for the time and preparation for the necessary documents needed for me to withdraw as your attorney.

Please sign below to show your consent to these terms.

By:   
The Law Office of Steven L. Grady

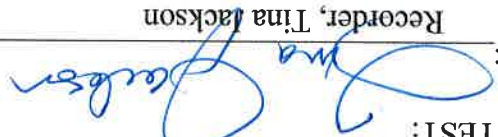
Date: 8-16-18

Diamond City, Arkansas:

By:   
Mayor, Jim Wisniewski

Date: 8-16-18

ATTEST:

By:   
Recorder, Tina Jackson

Date: 8/16/18