



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Monday, October 8, 2012

4:00 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-12:074](#) Minutes for the Public Services Committee meeting on September 10, 2012

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-12:169](#) A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Bill's Fresh Market](#)

[RES-12:171](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.

Sponsors: Parks & Recreation

Attachments: [Contract with ASU for soccer fields](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:074 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/11/2012 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Services Committee meeting on September 10, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Services Committee meeting on September 10, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Monday, September 10, 2012

4:00 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 3 - Charles Frierson; Ann Williams and Chris Gibson

Absent 2 - Rennell Woods and Tim McCall

2. Approval of minutes

MIN-12:063 Minutes for the Public Services Committee meeting on August 13, 2012

Attachments: [Minutes](#)

A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

3. New Business

Resolutions To Be Introduced

RES-12:145 RESOLUTION AUTHORIZING A CONTRACT WITH BARRE LANDSCAPE CONSTRUCTION AND THE CITY OF JONESBORO

Sponsors: Parks & Recreation

Attachments: [Contract with Barre Landscape](#)
[Bid Barre Construction Lewellen Playground](#)
[barre cert of insurance](#)

Assistant Parks Director Wixson Huffstetler explained this resolution is for playground equipment for Lewellen Park. He noted this project will be funded with CDBG funds.

Chairman Chris Gibson asked if this will affect the budget. Mr. Huffstetler answered no.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

RES-12:146 A RESOLUTION TO CONTRACT WITH WINGS TO GO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Wings to Go](#)

Mayor Perrin stated the amount of the contract is for \$300 per year for 3 years. He then asked how many signs need to be sold at Joe Mack Campbell Park. Mr. Huffstetler answered four.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

RES-12:149 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST CHURCH OF CHRIST

Sponsors: Mayor's Office

Attachments: [Southwest Church of Christ Lease](#)

Mayor Perrin explained this is for the wooded property next to the old YMCA building . He added this will be no cost to the City and the City will be allowed to put a concrete pad down along with some picnic tables for citizens to use.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

RES-12:158 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES

Sponsors: Parks & Recreation

Attachments: [jonesboro campbell park revised](#)

Mr. Huffstetler stated Fisher & Arnold will redo the Master Plan to include 225 new parking spaces.

A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

RES-12:160 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO CONTRACT WITH BRACKETT KRENNERICH ARCHITECTS FOR THE EARL BELL SHOWER AND BATHROOM RENOVATIONS FOR DISASTER RELIEF PREPAREDNESS

Sponsors: Parks & Recreation

Attachments: [Brackett Krennerich Contract Earl Bell Ike Grant](#)

Mayor Perrin noted this project will be funded with CDBG funds.

Chairman Gibson asked if this would affect the budget. Mayor Perrin answered no.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Ann Williams

Absent: 2 - Rennell Woods and Tim McCall

4. Pending Items

5. Other Business

Rotary Park

Councilman Charles Frierson asked if the damage done at Rotary Park was covered by insurance. Mr. Huffstetler answered the only damage he knows of at the park was a wind chime game. He noted the City has ordered a new game.

Smoking at Craighead Forest Park & the City Cemetery

Mayor Perrin explained the areas around the splash pad and playground equipment at Craighead Forest Park will be no smoking. He noted the smoking area will be at the pavilion across from that area. Mr. Huffstetler stated he bought "No smoking within 50 feet" signs and cigarette butt containers for this area.

Councilwoman Ann Williams asked about the area around the City Cemetery on Matthews Avenue where the staff and patients of St. Bernards smoke. Mr. Huffstetler explained his workers pick up the cigarette butts every morning in that area.

Councilwoman Williams then asked if the City could make that area no smoking . Mr. Huffstetler answered that is up to the City to decide because it is City property.

Discussion was held concerning what other solutions could fix the problem.

Concession stand at Southside Ballpark

Mr. Huffstetler explained the company is putting the metal siding on the second story of the concession stand today. He added the inside does not have sheetrock because the beams were not done right and need to be fixed. He noted the project

was suppose to be done by September 3, but they hope to have the concession stand done by Halloween.

Mayor Perrin stated the City will hold the company to the penalty of \$150 a day for not being done by the deadline.

Discussion was held concerning the number of kids playing in the various sports offered by the City.

Harvest Cup sponsorship

Mr. Huffstetler noted Riceland will be the sponsor for the Harvest Cup in October. He added the cost of the sponsorship is \$2,500.

JETS Transit Development plans

JETS Director Steve Ewart explained the Community Advisory Board is in the process of finalizing the Transit Development plans, which will be presented to the Mayor on September 26.

Councilman Frierson asked if a consultant helped with this plan. Mr. Ewart answered the only consultants were City employees.

Buses for the Red Wolves football game

Mr. Ewart stated JETS ran four buses for the Red Wolves football game on Saturday night. He added they receive a lot of interest from senior citizens about taking the bus to the games.

JETS Route 35

Mr. Ewart explained that Route 35 is running beyond capacity, because it is the route that takes citizens to work. He added the ridership for this route had as many riders as the other 2 routes combined for the whole month. He noted in a few years they will need a larger bus for this route.

Buses for the NEA Fair

Mayor Perrin stated the fairgrounds will need to have a backup plan when it rains because all of the parking will not be done in time for the fair. He added the City will need to work with ASU on allowing citizens to park there so they can be bused to the fairgrounds.

Mr. Ewart explained Mr. Jerry Reece with the NEA Fair wanted a fixed route that could be run all day while the fair is in town. He added he told Mr. Reece the City does not have the ability to accommodate that kind of route, but the City will help out as much as possible.

Miracle League

Mr. Huffstetler noted the City had their first meeting last week with all the contractors.

Discussion was held concerning what companies will be able to help out with this project.

Mayor Perrin stated the City is hoping to have all the matching funds by the end of the year for this project.

6. Public Comments

7. Adjournment

With no further business, Chairman Gibson adjourned the meeting.



Legislation Details (With Text)

File #:	RES-12:169	Version:	1	Name:	Contract with Bill's Fresh Market for Southside sign sponsorship
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/24/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Bill's Fresh Market				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Bill's Fresh Market is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Bill's Fresh Market 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, ARKANSAS:

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Bill's Fresh Market for the sponsorship of a outfield sign at 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.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Bill's Fresh Market #6**, (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **19th** Day of **September, 2012**, (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball 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 19, 2012**.
 - A sum of **\$300.00** shall be paid on **September 19, 2013**.
 - A sum of **\$300.00** shall be paid on **September 19, 2013**.

- (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 designated 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: **Bill's Fresh Market #6**

Name: *[Signature]*

Title: Office Mgr

Date: 9/19/12

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:171	Version:	1	Name:	Agreement with ASU to use land for soccer practice
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/24/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Contract with ASU for soccer fields				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.

body
WHEREAS, the City of Jonesboro, Arkansas desires to use land located north of the Arkansas Services Center Building, McClellan Drive, Jonesboro, Arkansas to conduct parks and recreation soccer practice activities; and

WHEREAS, said property is owned by Arkansas State University and is being offered for use at no cost to the City of Jonesboro;

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

1. The City of Jonesboro approves the Agreement for Use of Land for use of the property on McClellan Drive owned by Arkansas State University.
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 this agreement.

AGREEMENT FOR USE OF LAND

This Agreement is made this 18th day of September, 2012, between **ARKANSAS STATE UNIVERSITY-JONESBORO**, ("ASUJ"), and the **CITY OF JONESBORO** ("City").

WHEREAS, ASUJ is an institution of higher education located in Jonesboro, Craighead County, Arkansas; and

WHEREAS CITY is a municipality engaged, in part, in providing recreational activities to its citizens, and

WHEREAS CITY desires to use open land owned by ASUJ ("the Land") located immediately north of the Arkansas Services Center Building, McClellan Drive, Jonesboro, Arkansas, to conduct parks and recreation soccer practice activities; and

WHEREAS ASUJ desires to make the Land available for the soccer practice activities conducted by CITY at no charge;

It is THEREFORE agreed between the parties as follows:

1. ASUJ will allow CITY to use the Land to conduct the soccer practice activities, beginning September 4, 2012, and ending October 27, 2012.
2. CITY acknowledges that soccer practice activities are inherently dangerous and may result in personal injury or death. CITY will secure a signed Release of all Claims for Personal Injury and Property Damage from the parent or guardian of each person engaging in practice activities prior to allowing such person to participate. In the event that a competitor is of the age of majority, the competitor shall sign the Release of All Claims for Personal Injury and Property Damage. Releases will be delivered to ASUJ.
3. CITY will provide all equipment, materials, and other items necessary to conduct the soccer practice activities. CITY shall be solely responsible for supervision of participants and spectators taking part in or attending the soccer practice activities.
4. CITY understands that the Land is open, undeveloped fields. No parking areas are available at the Land. Participants and spectators will have to secure parking away from the land and walk to the Land. CITY agrees that it shall be solely responsible for any personal injury or property damage suffered by participants and spectators taking part in or attending the soccer practice activities from the time such participants or spectators arrive at the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land.
5. CITY will have sufficient personnel at the Land to supervise and monitor the soccer practice activities.
6. CITY may make temporary improvements to the Land such as mowing and maintaining the Land in a manner suitable for conducting soccer practice activities. CITY will not make any permanent alterations to the Land and shall return the Land to the same condition as before the soccer practice activities were conducted at the close of activity, including any trash removal.

7. CITY will use the Land for the sole purpose of conducting soccer practice activities. Should CITY utilize the Land for purposes other than conducting soccer practice activities, this agreement shall be immediately and automatically cancelled.

8. ASUJ shall have the right to immediately terminate this agreement by providing written notice to CITY.

9. CITY hereby agrees to indemnify and hold ASUJ harmless from any loss, cost, claim, liability or damage, whether in contract or in tort, and whether for personal injury or property damage, arising out of any activities occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities, except those caused by the intentional acts of ASUJ. If any action or proceeding is brought against ASUJ, CITY agrees to resist or defend such action or proceeding and to promptly pay and discharge any final judgment rendered against ASUJ therein, reserving the right to appeal such judgment prior to payment thereof as may be permitted by law. The duty to indemnify shall survive the expiration or earlier termination of this agreement.

10. CITY shall be solely responsible for claims for personal injury, death or property damage occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities.

11. Nothing contained in this agreement shall be construed to waive the sovereign immunity of ASUJ. This agreement shall be controlled by and construed under the laws of the State of Arkansas. Any claim against ASUJ arising from this agreement shall be subject to the exclusive jurisdiction of the Arkansas State Claims Commission.

12. Any notice given under this agreement shall be made as follows:

To ASUJ:

Arkansas State University-Jonesboro
Attn: Vice Chancellor for Finance & Administration
P. O. Box 2100
State University, AR 72467-2100

With copy to:

Arkansas State University System Office
Office of University Counsel
P.O. Box 10
State University, AR 72467

To CITY:

Jonesboro Parks and Recreation Department
Attn: Wixson Huffstetler
P. O. Box 1845
Jonesboro, AR 72403-1845

13. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

14. This agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ARKANSAS STATE UNIVERSITY-JONESBORO

By: Len T. Frey
Len T. Frey, Ph.D.
Vice Chancellor for Finance and Administration

CITY OF JONESBORO

By: _____
Harold Perrin, Mayor