



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, February 15, 2011

6:30 PM

Huntington Building

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### PUBLIC SAFETY COMMITTEE MEETING AT 5:30 P.M.

*City Council Chambers, Huntington Building*

#### 1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

#### 4. SPECIAL PRESENTATIONS

[COM-11:014](#) PROCLAMATION BY THE MAYOR TO THE NEA CAREER AND TECHNICAL CENTER FOR BUILDING BICYCLE RACKS

**Sponsors:** Mayor's Office

[COM-11:015](#) PROCLAMATION BY THE MAYOR TO THE JONESBORO MUNICIPAL AIRPORT

**Sponsors:** Mayor's Office

#### 5. CONSENT AGENDA

*All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.*

[MIN-11:011](#) Minutes for the City Council meeting on February 1, 2011.

**Attachments:** [Minutes](#)

[RES-11:003](#) A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Ritter Communications](#)

**Legislative History**

2/7/11	Public Services Council Committee	Recommended to Council
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[RES-11:006](#) A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [NEA Baptist Contract](#)

**Legislative History**

2/7/11 Public Services Council Recommended to Council  
Committee

**RES-11:009** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH PILGREEN ELECTRIC INC. FOR THE CDBG ALLEN PARK LIGHTING PROJECT - BID. 2010-31

**Sponsors:** Community Development

**Attachments:** [Allen Park Lighting Bid Summary](#)  
[Contract to Install Lighting Bid 2010 31](#)  
[Legistar - Bid Proposal](#)

**Legislative History**

2/8/11 Finance & Administration Recommended to Council  
Council Committee

**RES-11:010** A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Pepsi Contract](#)

**Legislative History**

2/7/11 Public Services Council Recommended to Council  
Committee

**RES-11:011** RESOLUTION TO NAME JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT ELECTION

**Attachments:** [Election candidates](#)

**RES-11:012** A RESOLUTION CONFIRMING AN APPOINTMENT TO THE JONESBORO URBAN RENEWAL HOUSING AUTHORITY AS REQUIRED BY A.C.A. § 14-169-208

**Sponsors:** City Clerk

## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

**ORD-11:011** AN ORDINANCE ESTABLISHING AN ADOPT A STREET PROGRAM AND ADOPTING GUIDELINES AND POLICES FOR PUBLIC PARTICIPATION IN LITTER REMOVAL FROM PUBLIC STREETS IN THE CITY OF JONESBORO

**Sponsors:** Transportation Management Board

**Attachments:** [Adopt a Street - Agreement.pdf](#)  
[Adopt a Street - Guidelines.pdf](#)  
[Adopt a Street - Policy Statement.pdf](#)  
[Adopt a Street - Release and Waiver.pdf](#)

**Legislative History**

2/1/11          Public Works Council          Recommended to Council  
Committee

**ORD-11:012**      AN ORDINANCE AMENDING SECTION 112.7 OF THE JONESBORO MUNICIPAL CODE WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY EXCEED THE EXCEPTION CLAUSE WITHIN A SPECIFIED TIME PERIOD

**Sponsors:**      Stormwater Management Board

**Legislative History**

2/1/11          Public Works Council          Recommended to Council  
Committee

**ORD-11:013**      AN ORDINANCE AMENDING SECTION 9.1 OF THE STORMWATER DRAINAGE DESIGN MANUAL WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY CONSTITUTE A SUBSTANTIAL IMPROVEMENT TO A STRUCTURE IN A SPECIAL FLOOD HAZARD AREA

**Sponsors:**      Stormwater Management Board

**Legislative History**

2/1/11          Public Works Council          Recommended to Council  
Committee

**ORD-11:017**      AN ORDINANCE AUTHORIZING CONTINUATION OF BENEFITS OF SURVIVORS FOR SPOUSES WHO REMARRY

**Sponsors:**      Finance and Human Resources

*EMERGENCY CLAUSE*

**Legislative History**

2/8/11          Finance & Administration      Recommended to Council  
Council Committee

**7. UNFINISHED BUSINESS**

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes.*

**11. ADJOURNMENT**





## Legislation Details (With Text)

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**File #:** COM-11:014    **Version:** 1    **Name:**  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 2/8/2011    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** PROCLAMATION BY THE MAYOR TO THE NEA CAREER AND TECHNICAL CENTER FOR BUILDING BICYCLE RACKS  
**Sponsors:** Mayor's Office  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Title

PROCLAMATION BY THE MAYOR TO THE NEA CAREER AND TECHNICAL CENTER FOR BUILDING BICYCLE RACKS



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-11:015    **Version:** 1    **Name:**  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 2/9/2011    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** PROCLAMATION BY THE MAYOR TO THE JONESBORO MUNICIPAL AIRPORT  
**Sponsors:** Mayor's Office  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Title

PROCLAMATION BY THE MAYOR TO THE JONESBORO MUNICIPAL AIRPORT



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-11:011    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 2/2/2011    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Minutes for the City Council meeting on February 1, 2011.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the City Council meeting on February 1, 2011.



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, February 1, 2011

6:30 PM

Huntington Building

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### PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

#### 1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

**Present** 11 - Darrel Dover; Ann Williams; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

**Absent** 1 - Charles Frierson

#### 4. SPECIAL PRESENTATIONS

#### 5. CONSENT AGENDA

**MIN-11:008** Minutes for the City Council meeting on January 18, 2011.

**Attachments:** [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Approve the Consent Agenda. The motion was approved by consent voice vote.**

**Aye:** 11 - Darrel Dover; Ann Williams; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

#### 6. NEW BUSINESS

#### *ORDINANCES ON FIRST READING*

**ORD-10:097** AN ORDINANCE TO AMEND CHAPTER 66, TRAFFIC AND VEHICLES, OF THE JONESBORO CODE OF ORDINANCES, DESIGNATING THE MAXIMUM SPEED FOR UNPOSTED STREETS WITHIN THE LIMITS OF THE CITY OF JONESBORO, ARKANSAS



**Sponsors:** Transportation Management Board

*Mayor Perrin explained that after recent discussions more information is needed before consideration of this ordinance. Councilman Vance questioned whether the ordinance will go back to Public Works before being brought to Council agenda. Councilman Street noted the ordinance never was presented to Public Works; rather, it was taken to the Public Safety Committee. Councilman Moore added since the motion is to postpone the ordinance, then it could be brought back to the Council. Mayor Perrin further explained they would like to put together more information with the Jonesboro Police Department.*

**A motion was made by Councilman John Street, seconded by Councilman Mikel Fears, that this matter be Postponed Temporarily . The motion PASSED by a unanimous vote**

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

**ORD-10:095** AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF ACCIDENT DATA COLLECTION SOFTWARE FOR THE POLICE DEPARTMENT

**Sponsors:** Police Department

**Attachments:** [Quote - Visual MVA Dec 10.pdf](#)

*Councilman Dover offered the ordinance for first reading by title only.*

*Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and waive second and third readings. All voted aye.*

*After adoption of the ordinance, Councilman Gibson motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.*

**A motion was made by Councilman John Street, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED by a unanimous vote**

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-007-2011

**ORD-11:001** AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF DIGITAL CAR CAMERA SYSTEMS FOR THE POLICE DEPARTMENT FLEET.

**Sponsors:** Police Department

*Councilman Moore offered the ordinance for first reading by title only.*

*Councilman Dover questioned whether this ordinance and the previous ordinance are already in the budget. Mayor Perrin answered yes.*

*Councilman Moore motioned, seconded by Councilman Street, to suspend the rules*

and waive second and third readings. All voted aye.

After adoption of the ordinance, Councilman Gibson motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.

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

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-008-2011

**ORD-11:014**

AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A GRANTS COORDINATOR TO THE GRANT ADMINISTRATION DEPARTMENT

**Sponsors:** Finance and Human Resources

**Attachments:** [Grants Coordinator - 28731](#)  
[Grants Coordinator - 28731 - PDF version](#)

Councilwoman Williams offered the ordinance for first reading by title only.

Councilwoman Williams motioned, seconded by Councilman Street, to suspend the rules and waive second and third readings. All voted aye.

After adoption of the ordinance, Councilwoman Williams motioned, seconded by Councilman Gibson, to adopt the emergency clause. All voted aye.

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

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-009-2011

**ORD-11:015**

AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN ACCOUNTING MANAGER TO THE FINANCE DEPARTMENT

**Sponsors:** Finance and Human Resources

**Attachments:** [Accounting Manager - 28733](#)  
[Accounting Manager - 28733 - PDF version](#)

Councilwoman Williams offered the ordinance for first reading by title only.

Councilwoman Williams motioned, seconded by Councilman Coleman, to suspend the rules and waive second and third readings. All voted aye.

After adoption of the ordinance, Councilwoman Williams motioned, seconded by Councilman Street, to adopt the emergency clause. All voted aye.

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

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-010-2011

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON THIRD READING*

**ORD-11:008** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND I-1 TO C-3 LUO GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5716 & 5720 EAST JOHNSON AVENUE AS REQUESTED BY COMPTON DUNLAP PROPERTIES, LLC & C3, LLC

**Attachments:** [Plat](#)  
[MAPC Report](#)

*Mayor Perrin questioned whether the MAPC voted unanimously to approve the rezoning. City Planner Otis Spriggs indicated yes, the vote was unanimous.*

**A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote**

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-011-2011

**ORD-11:009** AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 FOR PROPERTY LOCATED AT 2800 INDUSTRIAL DRIVE AS REQUESTED BY W. TURNER ASKEW

**Attachments:** [Plat](#)  
[MAPC Report](#)

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote**

**Aye:** 11 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson

Enactment No: O-EN-012-2011

## 8. MAYOR'S REPORTS

*Mayor Perrin reported on the following items:*

*They have received a copy of the Legislative Audit and a response has already been sent.*

*Regarding Winter Wonderland, they are working to move the items out of the building and are anticipating closing on the property this month. They will be looking for other opportunities to sell property.*

**COM-11:004** Mayor's State of the City Address

**Sponsors:** Mayor's Office

**Attachments:** [2011 State of the City Address](#)

## 9. CITY COUNCIL REPORTS

*Councilman Street commended Mayor Perrin for his leadership and outstanding staff. He thanked the Mayor and added he looks forward to working with him in the coming years.*

*Mayor Perrin asked for everyone to keep Councilman Johnson and his family in their prayers after the recent passing of Councilman Johnson's father.*

*Councilman Woods stated he has heard concerns about the parking area on Burke, across from Chef's Inn restaurant. He noted the parking lot is city-owned and the lot is damaging vehicles due to water washing the parking area out. Mayor Perrin stated they are going to be working on the parking lot tomorrow.*

*Councilwoman Williams noted the Public Services Committee will be meeting on February 7th instead of the scheduled date of February 14th, in order for items to be placed on the City Council agenda. Also, she expressed her appreciation for the City's help to clean up a neighborhood on Aggie Road.*

## 10. PUBLIC COMMENTS

## 11. ADJOURNMENT

**A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.**

**Aye:** 11 - Darrel Dover; Ann Williams; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

**Absent:** 1 - Charles Frierson



## Legislation Details (With Text)

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**File #:** RES-11:003    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 1/25/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK  
**Sponsors:** Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ritter Communications](#)

Date	Ver.	Action By	Action	Result
2/7/2011	1	Public Services Council Committee		

title  
A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

body  
WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;  
  
WHEREAS, Ritter Communications is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;  
  
WHEREAS, Ritter Communications is sponsoring the field for the sum of \$5,000 for a period of 5 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 Ritter Communications for the sponsorship of a field at Joe Mack Campbell 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 documents necessary to effectuate the agreement.

PASSED AND ADOPTED THIS 15th day of February, 2011.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Ritter Communications** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **March, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", 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 sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the fifth (5th) anniversary thereof.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of five years.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of 5 years for the erected sign and sponsorship the total sum of **\$5,000**.
  - A sum of **\$1000** shall be paid on **March 1, 2011**.
  - A sum of **\$1000** shall be paid on **March 1, 2012**.
  - A sum of **\$1000** shall be paid on **March 1, 2013**.

A sum of **\$1000** shall be paid on **March 1, 2014.**

A sum of **\$1000** shall be paid on **March 1, 2015.**

- 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 five 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 3' x 6' sign to be erected 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 on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

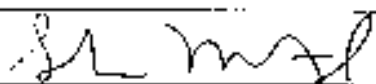
This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is 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, AR.
- 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 that 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:   
Name: Shanna M French  
Title: VP, Business Services Division  
Date: 1/24/2011

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

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**File #:** RES-11:006    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 1/26/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK  
**Sponsors:** Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [NEA Baptist Contract](#)

Date	Ver.	Action By	Action	Result
2/7/2011	1	Public Services Council Committee		

title  
A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

body  
WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, NEA Baptist Clinic is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;

WHEREAS, NEA Baptist Clinic is sponsoring the field for the sum of \$12,500 for a period of 5 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 NEA Baptist Clinic for the sponsorship of a field at Joe Mack Campbell 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 documents necessary to effectuate the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **NEA Baptist Clinic** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **March, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", 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 sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (**5**) years commencing on the Effective Date and ending at midnight on the fifth (**5th**) anniversary thereof.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.  
A sum of **\$2,500** shall be paid on **March 1, 2011**.  
A sum of **\$2,500** shall be paid on **March 1, 2012**.  
A sum of **\$2,500** shall be paid on **March 1, 2013**.

A sum of \$2,500 shall be paid on March 1, 2014.

A sum of \$2,500 shall be paid on March 1, 2015.

- 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 five 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 3' x 6' sign to be erected 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 on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability 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.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is 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, AR.
- 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 that 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: Darrell King  
Name: Darrell King  
Title: CEO  
Date: 1/20/11

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

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**File #:** RES-11:009    **Version:** 1    **Name:**

**Type:** Resolution    **Status:** Recommended to Council

**File created:** 1/31/2011    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH PILGREEN ELECTRIC INC. FOR THE CDBG ALLEN PARK LIGHTING PROJECT - BID. 2010-31

**Sponsors:** Community Development

**Indexes:**

**Code sections:**

**Attachments:** [Allen Park Lighting Bid Summary](#)  
[Contract to Install Lighting Bid 2010 31](#)  
[Legistar - Bid Proposal](#)

Date	Ver.	Action By	Action	Result
2/8/2011	1	Finance & Administration Council Committee		

title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH PILGREEN ELECTRIC INC. FOR THE CDBG ALLEN PARK LIGHTING PROJECT - BID. 2010-31

body

WHEREAS, the City of Jonesboro advertised and received bids for the CDBG Allen Park Lighting Project previously approved by the City Council and the Department of Housing & Urban Development; and

WHEREAS, the low bid of \$43,933 was submitted by Pilgreen Electric, Inc. which was checked and approved by the City Purchasing Agent; and

WHEREAS, 100% of the funding for the execution of the contract shall come from the CDBG project account 10-100-0500-00, and shall be paid in accordance with the contract documents.

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

That 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.



## Legislation Details (With Text)

**File #:** RES-11:010    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 2/7/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK  
**Sponsors:** Parks & Recreation  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [Pepsi Contract](#)

Date	Ver.	Action By	Action	Result
2/7/2011	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK

body

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue; and

WHEREAS, Pepsi Beverages Company is seeking sponsorship recognition on one baseball field and one soccer field at Joe Mack Campbell Park; and

WHEREAS, Pepsi Beverages Company is also seeking exclusive pouring rights at Joe Mack Campbell Park; and

WHEREAS, Pepsi Beverages Company is sponsoring a baseball and soccer field, along with exclusive pouring rights for the sum of \$18,750 for a period of 5 years or the purchase of 8,000 cases of 20 oz. products (whichever comes last); and

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 Pepsi Beverages Company for the sponsorship of a one baseball field, one soccer field, and exclusive pouring rights at Joe Mack Campbell 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 documents necessary to effectuate the agreement.

**City of Jonesboro**  
**Joe Mack Campbell Sports Complex**  
**BEVERAGE AGREEMENT**

This Beverage Agreement (the "Agreement") is made this 1<sup>st</sup> Day of March, 2011 by and between **Pepsi Beverages Company** ("Pepsi") with offices located at **1301 Aggie Rd., Jonesboro AR**, and **The City of Jonesboro -Joe Mack Campbell Sports Complex**, with facilities located at **3021 Dan Ave., Jonesboro AR**. ("the Customer").

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at **Joe Mack Campbell Sports Complex located at 3021 Dan Ave., Jonesboro AR** during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except milk.
2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters, bottled coffee, frozen beverages, hot coffee and tea.
3. Subject to the renewal provisions set forth herein below, the term of this **five Year (5)** Agreement shall commence on **3-1-11** and terminate on **2-28-16** or when Customer has purchased a total of 8,000 20 oz. cases (the "Benchmark Requirement"), whichever comes last ("Term"). All funding provided by Pepsi in Paragraph 4 of this Agreement (with the exception of rebates paid on 20oz. cases) shall terminate on 2-29-16; however, Customer shall be required to honor the terms and conditions of the Agreement until the Benchmark Requirement has been met.
4. In exchange for Customer's **5 year** commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:
  - a. Pepsi agrees to pay Customer an annual marketing fund payment of **three thousand seven hundred fifty dollars (\$3750.00)** during the Term years 1

through 5. The first such payment will be made within sixty (60) days after official start date of this Agreement and thereafter, within sixty (60) days after each anniversary date of this Agreement during the Term.

- b. 2011 pricing as follows, 20 oz carbonated drinks \$20.29, 20 oz water \$18.65, 20 oz Gatorade \$19.21. All pricing adjusted annually with a 3% maximum annual increase.
- c. Pepsi agrees to pay Customer a rebate on all 20 oz 24 count cases purchased by Customer in any given year during the Term.

Rebate as follows:

**\$5.00 per case on all 20 oz 24 count carbonated soft drinks and water and \$2.00 per case on all 20 oz 24 count Gatorade products (no rebates on any other packages.)**

- d. Rebate payments shall be made at the end of each calendar year.
- e. Pepsi will provide all cooling equipment needed to cool Pepsi products.
- f. Pepsi will service all provided cooling equipment but will not be responsible for scoreboard maintenance / service /repairs.
- g. This agreement is for exclusive 20 oz products only. No fountain or can beverages.
- h. Failure to remain exclusive forfeits all rebates and written request for repayment of any monies paid at a prorated basis.
- i. All beverages must be purchased directly from Pepsi Beverages Company.
- j. Rebates paid on all 20 oz packages year 1,2,3,4 and 5 or until this agreement expires.
- k. A Volume Report can be provided any time requested by Customer.

5. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 4 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of the actual payment.

6. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Joe Mack Campbell Park Sports Complex. Customer shall cause the Brands to be exclusively available at the Joe Mack Campbell Sports Complex and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at Joe Mack Campbell Sports Complex.

Paragraph 4 of this Agreement shall be deemed earned at an equal prorated rate per



7. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Joe Mack Campbell Park Sports Complex with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by revering directly or indirectly to Customer (all of which actions described herein are sometimes referred to as (Ambush marketing")), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement.
8. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.
9. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at Joe Mack Campbell Sports Complex without charge; provided that all Beverages are supplied to Customer and Joe Mack Campbell Sports Complex by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.
10. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agree that at no time will it challenge, contest, disclaim, or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign t his Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

11. In the event of any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.
12. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraph 4 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to Joe Mack Campbell Sports Complex to take possession of each and every piece of Pepsi's equipment without any claim of trespass.
13. If Pepsi defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from the City of Jonesboro, Pepsi fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days) then the City of Jonesboro may terminate this Agreement.
14. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions of either party's right thereafter to enforce each and every term and condition of this Agreement.
15. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.
16. This Agreement may not be assigned by either party hereto without the express written consent of the other.
17. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

18. 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, AR.

City of Jonesboro

Pepsi Beverages Company

By: \_\_\_\_\_

By: *Jan M. J.*

Name: \_\_\_\_\_

Name: *Darrin McDaniel*

Title: \_\_\_\_\_

Title: *FSSA*

Mailing Address: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

By: \_\_\_\_\_



## Legislation Details (With Text)

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**File #:** RES-11:011    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 2/8/2011    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** RESOLUTION TO NAME JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT ELECTION  
**Sponsors:**  
**Indexes:** CWL elections  
**Code sections:**  
**Attachments:** [Election candidates](#)

Date	Ver.	Action By	Action	Result
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title  
RESOLUTION TO NAME JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT ELECTION

body  
BE IT RESOLVED by the City Council of the City of Jonesboro, that the following persons be named as judges, clerks, and alternate workers to serve in the election for directors for Positions 1, 2, and 3 of the City Water and Light Plant of the City of Jonesboro, Arkansas, an improvement district, which election is to be held Thursday, February 17, 2011.

### JUDGES:

Wanda Rackley	935-1521
Mike Mitchell	935-8237
Kathy Tippit	933-2032

### CLERKS:

Jane Stricklin	932-4071
Clint Boling	761-1937

### ALTERNATES:

Peggy Starr	935-2664
Shirley Dent	932-8104
Shirley Hogan	932-9479

The polling place for such election is hereby designated as the Craighead County Courthouse Election Annex, 315 W. Jefferson St., Jonesboro, Arkansas.



# CITY OF JONESBORO

February 8, 2011

Secretary, Board of Directors  
City Water and Light Plant  
Jonesboro, Arkansas 72401

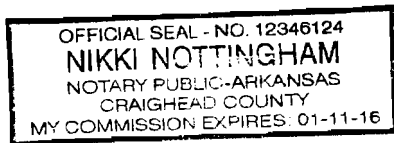
The following listed are the candidates for election of the City Water and Light Plant Board of Directors in an election to be held Thursday, February 17, 2011, and have filed with me.

- Pos. #1            William I. Rainwater
- Pos. #2            Don Hudson
- Pos. #3            Guy Patteson III

I, Donna Jackson, City Clerk of the City of Jonesboro, Arkansas, hereby certify that the above listed are all the candidates for election who have filed with me within the specified time.

*Donna K. Jackson*  
CITY CLERK

Subscribed and sworn to before me this 8<sup>TH</sup> day of February, 2011.



(SEAL)

*Nikki Nottingham*  
Notary Public

My Commission Expires: 1/11/16



## Legislation Details (With Text)

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**File #:** RES-11:012    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 2/8/2011    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION CONFIRMING AN APPOINTMENT TO THE JONESBORO URBAN RENEWAL HOUSING AUTHORITY AS REQUIRED BY A.C.A. § 14-169-208  
**Sponsors:** City Clerk  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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### Title

A RESOLUTION CONFIRMING AN APPOINTMENT TO THE JONESBORO URBAN RENEWAL HOUSING AUTHORITY AS REQUIRED BY A.C.A. § 14-169-208

### Body

WHEREAS, A.C.A. § 14-169-208 states when the term of office of a commissioner expires or other vacancy occurs in the commissioners of an authority, the commissioners shall appoint a successor to fill the vacancy, subject to confirmation by the municipal governing body.

WHEREAS, the Jonesboro Urban Renewal Housing Authority appointed Dr. David England to fill the unexpired term of Dr. Ken Beadles whose term will expire October, 2011; AND

WHEREAS, if the Jonesboro City Council fails to confirm or reject the Jonesboro Urban Renewal Housing Authority appointment within forty-five (45) calendar days after receiving written notice of the appointment, the appointment shall be deemed confirmed and the governing body shall have no power to act on the appointment thereafter.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS that Dr. David England is hereby confirmed to fill the unexpired of Dr. Ken Beadles with an expiration date of October, 2011.



## Legislation Details (With Text)

<b>File #:</b>	ORD-11:011	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Ordinance	<b>Status:</b>		First Reading	
<b>File created:</b>	1/18/2011	<b>In control:</b>		Public Works Council Committee	
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE ESTABLISHING AN ADOPT A STREET PROGRAM AND ADOPTING GUIDELINES AND POLICES FOR PUBLIC PARTICIPATION IN LITTER REMOVAL FROM PUBLIC STREETS IN THE CITY OF JONESBORO				
<b>Sponsors:</b>	Transportation Management Board				
<b>Indexes:</b>	Policy - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Adopt a Street - Agreement.pdf</a> <a href="#">Adopt a Street - Guidelines.pdf</a> <a href="#">Adopt a Street - Policy Statement.pdf</a> <a href="#">Adopt a Street - Release and Waiver.pdf</a>				

Date	Ver.	Action By	Action	Result
2/1/2011	1	Public Works Council Committee		

### Title

AN ORDINANCE ESTABLISHING AN ADOPT A STREET PROGRAM AND ADOPTING GUIDELINES AND POLICES FOR PUBLIC PARTICIPATION IN LITTER REMOVAL FROM PUBLIC STREETS IN THE CITY OF JONESBORO

### Body

WHEREAS, the City of Jonesboro recognizes the need to keep public streets free from litter and debris;

WHEREAS, citizens, business organizations, and citizen groups are encouraged to assist the City of Jonesboro in removing litter and debris from public streets;

WHEREAS, an Adopt a Street Program would benefit both the City of Jonesboro and the participating volunteers;

WHEREAS, the Transportation Management Board recommends to establish an Adopt a Street Program in the City of Jonesboro and adopt the guidelines and polices (attached) for public participation in the program.

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

SECTION 1: The City of Jonesboro Adopt a Street Program is hereby established and guidelines and policies for the Adopt a Street Program are adopted as attached.

SECTION 2: All ordinances or part of ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 3: The provisions of this ordinance are hereby declared to be severable. In the event any portion or portions may be declared unconstitutional does not render the remaining provisions invalid. Further, all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

**CITY OF JONESBORO  
ADOPT-A-STREET PROGRAM  
AGREEMENT**

**WHEREAS,** the City of Jonesboro and \_\_\_\_\_ recognize the need and desirability of litter-free roadways; and

**WHEREAS,** the \_\_\_\_\_ is aware of the hazardous nature of the work which is to be performed and agrees to conduct its litter control activities in accordance with the City's guidelines for the program.

**NOW THEREFORE,** the City of Jonesboro recognizes \_\_\_\_\_ as the adopting organization for:

Road \_\_\_\_\_  
From \_\_\_\_\_ to \_\_\_\_\_  
Description \_\_\_\_\_

**FURTHERMORE,** \_\_\_\_\_ accepts the responsibility of picking up litter on this section of roadway at least *four times annually* and agrees to promote a litter-free environment in the community for a \_\_\_\_\_ year period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

\_\_\_\_\_  
Adopting Organization

\_\_\_\_\_  
Contact/Safety Representative

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Number



**CITY OF JONESBORO**  
**GUIDELINES FOR CONDUCTING ADOPT A STREET PROGRAM**

\_\_\_\_\_, an organization/individual(s) requesting to adopt a section of Roadway for litter control, agrees to comply with the following guidelines governing the Adopt A Street Program:

- No litter pickup will be performed unless the adopting organization has turned in a Release and Waiver Agreement signed by each volunteer or their parent/guardian, if applicable, who will be participating in the pickup.
- All litter pickup activities will be restricted to the areas of the right of way outside the pavement and shoulder areas.
- No litter pickup will be accomplished in the median area of multi-lane or freeway type roadways.
- No person under the age of 11 years will be permitted to pick up litter within the street right of way. All persons between the ages of 11 and 18 must be accompanied by at least one adult per 5 persons under age 18.
- Each organization shall designate a Contact/Safety Representative who will arrange to meet with the Street Superintendent prior to the first scheduled litter pickup and at least annually thereafter.
- A safety meeting will be conducted immediately prior to each scheduled litter pickup. The City will assist the adopting organization in planning the meeting. In this meeting, the workers should be apprised of the hazardous nature of the work which they will be performing.
- No litter pickup will be performed unless the adopting organization has displayed the appropriate advance warning signs. (City will furnish the appropriate signs.)
- All persons engaged in litter pickup on the right of way will wear an appropriate safety vest. (City will furnish the appropriate safety vest.)
- The group shall obtain required vests and bags from the Street Department between the hours of 1 to 4 at least 2 days prior to pickup event.
- All persons engaged in letter pickup will wear gloves. (Adopting organization or volunteer will furnish gloves)
- Vests and unused bags furnished by the Street Department shall be returned to the Department within one week following a cleanup.
- Place all bagged litter along the edge of the shoulder. (City will pick up and dispose of bagged litter.)
- Support activities which will influence and encourage the public to improve roadside appearance.
- Promote the activities of the organization through media attention.

It is further understood by \_\_\_\_\_ that the City will:

- Erect an identification sign on each end of the adopted highway section to recognize the adopting organization's activities and efforts.
- Furnish a set of appropriate advance warning signs (to be set up and maintained in place during litter pickup activities by the adopting organization).
- Furnish appropriate safety vests for all persons involved in litter pickup for the adopting organization.
- Furnish all litter bags needed by the adopting organization.
- Collect and dispose of all litter which is picked up and bagged by the adopting organization.
- Assist the adopting organization with litter pickup, promotional and media activities, to the extent practical. A two-week notice should be given to the Street Department.
- Issue the adopting organization a "Certificate of Recognition" upon completion of each year's successful participation in the Adopt A Street Program.
- Meet with Contact/Safety Representatives prior to first scheduled pickup and at least one time annually thereafter.
- As long as four pickup events are conducted per year, the agreement will remain in effect with no annual renewal agreement necessary. If less than four are completed, the group will be asked whether or not it wishes to continue participating in the program.

\_\_\_\_\_  
Adopting Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CITY OF JONESBORO  
ADOPT A STREET PROGRAM  
POLICY STATEMENT

PROGRAM PURPOSE - The Adopt A Street Program provides for public involvement in controlling litter along selected sections of City Streets.

Businesses, individuals, and other groups are permitted to adopt a section of Roadway for the purpose of litter control and to receive City recognition for their participation in the program.

PROGRAM GUIDELINES - The following guidelines will apply to any organization's or individual's participation in the Adopt A Street Program:

The section of a City Street to be adopted will generally be from one to three miles in length, but can be of any length subject to City approval. Eligible sections will be selected by the adopting group, in cooperation with the Street Superintendent or his designated representative.

Litter pick up will be done at least four times a year. The recommended adoption period will be for one year, renewable at the request of the organization.

The City reserves the right to deny adoption or renewal requests by any group, individual or business based on any one of the following criteria:

- A. Safety of the participants, passing motorists or City employees
- B. Effectiveness of the litter control by the participants
- C. Harm to the public image of the Adopt A Street program or City of Jonesboro

The program is not intended as a means of providing a public forum for groups, individuals, or businesses to use in promoting name recognition or political causes. Therefore, the City reserves the right to deny adoption of more than one section of highway to any group, individual or business.

Consideration will be given to traffic volumes, types and speed and to the geometrics of the street in selecting appropriate program sites. Those sections determined unsafe or inappropriate by the Street Superintendent will not be eligible for adoption.

The Street Superintendent will coordinate the litter cleanup activities with adopting organization and monitor the organization's activities relative to safety.

The City will furnish the adopting organization with safety vests, advance warning signs and litter bags.

The City will dispose of the bagged litter.

The City will erect an appropriate sized sign along the adopted roadway section to provide public recognition to the adopting organization for their participation in the program. The sign will have a maximum of 34 spaces available for the name of the adopting organization, limited to two lines with 17 characters per line. Spaces and dashes are considered characters. Political or business slogans and logos are prohibited, as well as names of candidates for political office. Phone numbers and addresses of adopting groups or businesses are also prohibited.

After each pickup, participants must file reports detailing the number of people involved, number of bags collected, and number of hours spent. Pickup report forms will be furnished by City. This record-keeping function is crucial to track the program's success and provide statistics to interested groups and the media.

Participants will be encouraged to schedule at least one of their required four pickups to coincide with the Great American Trash-Off in the spring, or the Great Arkansas Clean-Up the first weekend after Labor Day. Participants will be notified in advance of these events.

News media coverage will be encouraged to promote the Adopt A Street Program and to recognize participating organizations.

Upon successful completion of participation in the program, the adopting organization will be presented a certificate of recognition on their anniversary date by the City.

For an applicant to qualify for admission into the Adopt A Street Program the said applicant must adhere to the restrictions of all State or Federal non-discrimination laws. Specifically, the said applicant must not discriminate on the basis of race, religion, color or national origin. Such discrimination disqualifies the said applicant from admission into the Adopt A Street Program.

An application for admission into the Adopt A Street Program shall contain the following:

The complete name and complete mailing address of the applying group;

The current charter or current articles of incorporation of the applying group or organization;

The name and complete mailing address of the president, chairperson or authorized representative of the applying group or organization;

The name and complete mailing address of all members of the applying

group or organization who will actually participate in the collecting of trash in the Adopt A Street Program.

**Release and Waiver Agreement**

PLEASE READ CAREFULLY

TO: THE CITY OF JONESBORO, ARKANSAS, ITS OFFICERS, EMPLOYEES, OFFICIALS, AGENTS, AND VOLUNTEERS, ("THE RELEASEES")

By signing this document the undersigned waives certain rights, including the right to sue.

**ASSUMPTION OF RISK**

I am aware that engaging in an Adopt-A-Street activity may involve certain risks, dangers and hazards, including but not limited to picking up dangerous debris and collision with passing traffic. I agree to a safety vest and gloves while participating to minimize any such risks and I freely accept, and fully understand and assume all risks and dangers and the possibility of personal injury, death, property damage or loss resulting therefrom, including, NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE on the part of the RELEASEES.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

By participating in the Adopt-A-Street program I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the RELEASEES.
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of participating in the Adopt-A-Street program due to any cause whatsoever, including negligence on the part of the Releasees and including NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE on the part of the Releasees.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the program.
4. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death. I have read this Release prior to signing it and I understand its effect. I am aware that by signing this Release I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may otherwise have had against RELEASEES.





## Legislation Details (With Text)

**File #:** ORD-11:012    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 1/19/2011    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE AMENDING SECTION 112.7 OF THE JONESBORO MUNICIPAL CODE WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY EXCEED THE EXCEPTION CLAUSE WITHIN A SPECIFIED TIME PERIOD  
**Sponsors:** Stormwater Management Board  
**Indexes:** Technical Code amendment  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
2/1/2011	1	Public Works Council Committee		

**Title**

AN ORDINANCE AMENDING SECTION 112.7 OF THE JONESBORO MUNICIPAL CODE WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY EXCEED THE EXCEPTION CLAUSE WITHIN A SPECIFIED TIME PERIOD

**Body**

WHEREAS, the City Council adopted Stormwater Management Regulations on December 18, 2008 (ORD-08:099);

WHEREAS, the Stormwater Management Regulations have been codified under Section 112 of the Jonesboro Municipal Code;

WHEREAS, it has been found that there is an oversight in Section 112.7 of the Jonesboro Municipal Code with regard to successive permit requests that cumulatively exceed the exception clause for commercial and industrial sites;

WHEREAS, the Stormwater Management Board recommends that Section 112.7 be amended so that a Stormwater Management Plan (SWMP) is required for existing commercial and industrial sites where additional structural or site improvements exceed 2,000 square foot in aggregate over the preceding three (3) years.

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

SECTION 1: That Section 112.7 of the Jonesboro Municipal Code be amended to read as follows:

Any person, firm, corporation, business, or legal entity proposing to develop land within the city planning jurisdiction shall prepare and submit a SWMP to the city engineer for review and be issued a compliance letter prior to commencement of construction of the improvements, except for the following:

- (1) One new or existing single-family structure;



- (2) One new or existing duplex family structure;
- (3) One existing commercial or industrial structure where additional structural or site improvements are less than 2,000 square feet cumulatively and no other structural or site improvements have been made in the preceding three (3) years that when combined with the current improvements would exceed 2,000 square feet in aggregate.

Section 2: That the provisions of this Ordinance are declared to be severable. In the event any portion or portions may be declared unconstitutional does not render the remaining provisions invalid. Further, all Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

Section 3: That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced amendment to the Jonesboro Municipal Code.



## Legislation Details (With Text)

**File #:** ORD-11:013    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 1/19/2011    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**

**Title:** AN ORDINANCE AMENDING SECTION 9.1 OF THE STORMWATER DRAINAGE DESIGN MANUAL WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY CONSTITUTE A SUBSTANTIAL IMPROVEMENT TO A STRUCTURE IN A SPECIAL FLOOD HAZARD AREA

**Sponsors:** Stormwater Management Board

**Indexes:** Technical Code amendment

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/1/2011	1	Public Works Council Committee		

Title

AN ORDINANCE AMENDING SECTION 9.1 OF THE STORMWATER DRAINAGE DESIGN MANUAL WITH REGARDS TO SUCCESSIVE PERMIT REQUESTS THAT CUMULATIVELY CONSTITUTE A SUBSTANTIAL IMPROVEMENT TO A STRUCTURE IN A SPECIAL FLOOD HAZARD AREA

Body

WHEREAS, the City Council adopted certain technical code entitled the Stormwater Drainage Design Manual on December 18, 2008 (ORD-08:099);

WHEREAS, it has been found that there is an oversight in Section 9.1 of the Stormwater Drainage Design Manual with regard to successive permit requests that cumulatively constitute a substantial improvement to a structure in a Special Flood Hazard Area;

WHEREAS, the Stormwater Management Board recommends that Section 9.1 be amended so that the cost of any reconstruction, remodeling, addition or improvement to a structure in a Special Flood Hazard Area in the preceding three (3) years be considered as part of the current improvement costs in the substantial improvement determination.

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

SECTION 1: That Section 9.1 of the Stormwater Drainage Design Manual be amended to include the following:

(21) The cost of any reconstruction, remodeling, addition or improvement to a structure in a Special Flood Hazard Area in the preceding three (3) years shall be considered as part of the current improvement costs in the substantial improvement determination, unless the specific improvements are otherwise excluded by definition.

Section 2: That the provisions of this Ordinance are declared to be severable. In the event any portion or portions may be declared unconstitutional does not render the remaining provisions invalid. Further, all

Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

Section 3: That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced amendment to the Stormwater Drainage Design Manual.



Legislation Details (With Text)

**File #:** ORD-11:017    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 1/28/2011    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE AUTHORIZING CONTINUATION OF BENEFITS OF SURVIVORS FOR SPOUSES WHO REMARRY  
**Sponsors:** Finance, Human Resources  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
2/8/2011	1	Finance & Administration Council Committee		

title  
AN ORDINANCE AUTHORIZING CONTINUATION OF BENEFITS OF SURVIVORS FOR SPOUSES WHO REMARRY

body  
WHEREAS, the City of Jonesboro currently has a survivors benefit for spouses of deceased firefighters; and

WHEREAS, currently said benefits upon the remarriage of the surviving spouse cease; and

WHEREAS, State allows for benefits to continue after remarriage upon authorization of the City Council for the City of Jonesboro.

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

1. The City Council for the City of Jonesboro hereby elects to extend survivor benefits to spouses who remarry pursuant to the provisions of ACA 24-11-105.
2. That the City’s plan is in compliance with the provisions of ACA 24-11-102.
3. There being an immediate need to provide for the welfare of surviving spouses of retired Jonesboro Fire Fighters, an emergency is declared to exist and this Ordinance shall take effect immediately upon its passage and approval.