

900 West Monroe Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Monday, June 10, 2013 4:00 PM Huntington Building

1. Call To Order

2. Approval of minutes

MIN-13:040 Minutes for the Public Services Committee meeting on May 13, 2013

Attachments: Minutes

3. New Business

Resolutions To Be Introduced

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO REQUEST FROM CITY WATER AND LIGHT TO PROVIDE FREE UTILITY

SERVICE TO THE SOUTHSIDE BALL PARK

Sponsors: Mayor's Office

RES-13:083 A RESOLUTION TO CONTRACT WITH JONESBORO RADIO GROUP FOR RENTAL

OF SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

<u>Attachments:</u> Fourth of july jbr southside

RES-13:084 A RESOLUTION TO CONTRACT WITH DELTA DENTAL OF ARKANSAS FOR

SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

<u>Attachments:</u> Delta Dental sign contract 052113

RES-13:085 A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL

OF CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

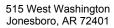
Attachments: EAB Contract

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment





Legislation Details (With Text)

File #: MIN-13:040 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 5/14/2013 In control: Public Services Council Committee

On agenda: Final action:

Title: Minutes for the Public Services Committee meeting on May 13, 2013

Sponsors:

Indexes:

Code sections:

Attachments: Minutes

Date Ver. Action By Action Result

title

Minutes for the Public Services Committee meeting on May 13, 2013



900 West Monroe Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Monday, May 13, 2013 4:00 PM Huntington Building

1. Call To Order

No one was in attendance to record the meeting.

Mayor Perrin was unable to attend.

Present 5 - Charles Frierson; Ann Williams; Chris Gibson; Rennell Woods and Tim McCall

2. Approval of minutes

MIN-13:033 Minutes for the Public Services Committee meeting on April 8, 2013

Attachments: Minutes

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

Aye: 4 - Charles Frierson; Ann Williams; Rennell Woods and Tim McCall

3. New Business

Resolutions To Be Introduced

RES-13:060 A RESOLUTION TO CONTRACT WITH FOCUS INC. FOR SPONSORSHIP OF A

OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: Focus Inc

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

Aye: 4 - Charles Frierson; Ann Williams; Rennell Woods and Tim McCall

Page 1

4. Pending Items

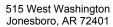
5. Other Business

6. Public Comments

7. Adjournment

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Frierson, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 4 - Charles Frierson; Ann Williams; Rennell Woods and Tim McCall





Legislation Details (With Text)

File #: RES-13:080 Version: 1 Name: Free utility service for Southside Ball Park

Type: Resolution Status: To Be Introduced

File created: 5/28/2013 In control: Public Services Council Committee

On agenda: Final action:

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO

REQUEST FROM CITY WATER AND LIGHT TO PROVIDE FREE UTILITY SERVICE TO THE

SOUTHSIDE BALL PARK

Sponsors: Mayor's Office

Indexes: Utility service from CWL

Code sections:

Attachments:

Date	Ver. Action By	Action	Result
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Title

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO REQUEST FROM CITY WATER AND LIGHT TO PROVIDE FREE UTILITY SERVICE TO THE SOUTHSIDE BALL PARK

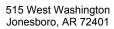
Body

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro to provide utility service for the Southside Ball Park located at 5003 Stadium Boulevard.

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

Section 1: That the City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the Southside Ball Park located at 5003 Stadium Boulevard.

Section 2: To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided now and shall remain a use or purpose which the city is engaged in as part of its governmental or proprietary functions under authority granted to it by state law.





Legislation Details (With Text)

File #: RES-13:083 Version: 1 Name: Contract with Jonesboro Radio Group for Southside

Softball Complex

Type: Resolution Status: To Be Introduced

File created: 6/3/2013 In control: Public Services Council Committee

On agenda: Final action:

Title: A RESOLUTION TO CONTRACT WITH JONESBORO RADIO GROUP FOR RENTAL OF

SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Indexes: Contract

Code sections:

Attachments: Fourth of july jbr southside

Date Ver. Action By Action Result

title

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

body

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

WHEREAS, Jonesboro Radio Group is seeking rental for Fourth of July fireworks at Southside Softball Complex; and

WHEREAS, Jonesboro Radio Group is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Radio Group for the rental of Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

RENTAL AGREEMENT

THIS AGREEMENT made this day of June, 2013 is between CITY OF JONESBORO, hereinafter called Lessor and Jonesboro Radio Group hereinafter called Lessee.

Lessor leases to Lessee, property located at 5003 Stadium Boulevard, Jonesboro, Arkansas commonly known as the Southside Ball Complex in Jonesboro, Arkansas under the following conditions:

- 1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2012, and ending at midnight on July 5, 2012.
- 2. RENT: Rent is payable in advance, no later than June 29, 2012 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 515 W. Washington Avenue, Jonesboro, Arkansas 72401.
- 3. USE: Lessee agrees to use said premises for the purpose of a July 4^{th} Fireworks Display, and for no other purpose.
- **4. SUBLET:** Lessee <u>may not</u> sublet the property or assign this lease without written consent of lessor.
- **5. USE:** The property shall be used for a July 4th Fireworks Display. Lessee shall be responsible for the following:
- a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
- b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
- c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.
- d. Lessee will barricade restricted access areas to prevent the public from entering.
- e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

- f. Lessee will not charge an admission or parking fee to the public for this event.
- **6. CONCESSIONS:** The parties agree that the Lessor will open and operate a concession stand during this event for the public. All monies made at the concession stand will go to the City of Jonesboro.
- 7. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.
- **8. INDEMNIFICATION:** Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
 - (a) Lessee's failure to fulfill any condition of this agreement;
 - (b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and
 - (c) Lessee's failure to comply with any requirements imposed by any governmental authority.
- 9. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.
- 10. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
- 11. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
- 12. COMPLIANCE WITH LAWS: Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
- 13. SEVERABILITY: Each paragraph of this lease agreement is

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

- 14. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
- 15. INTERPRETATION: This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day of June, 2013.

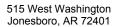
CITY OF JONESBORO

LESSOR, HAROLD PERRIN, MAYOR

LESSEE, JONESBORO RADIO GROUP

ATTEST:

DONNA JACKSON, CITY CLERK





Legislation Details (With Text)

File #: RES-13:084 Version: 1 Name: Contract with Delta Dental for field sponsorship at

Joe Mack

Type: Resolution Status: To Be Introduced

File created: 6/3/2013 In control: Public Services Council Committee

On agenda: Final action:

Title: A RESOLUTION TO CONTRACT WITH DELTA DENTAL OF ARKANSAS FOR SPONSORSHIP OF

A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Indexes: Contract

Code sections:

Attachments: Delta Dental sign contract 052113

Date Ver. Action By Action Result

title

A RESOLUTION TO CONTRACT WITH DELTA DENTAL OF ARKANSAS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

body

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

WHEREAS, Delta Dental of Arkansas is seeking sponsorship recognition on a baseball field at Joe Mack Campbell Park;

WHEREAS, Delta Dental of Arkanas 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 Delta Dental of Arkansas 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 BASEBALL FILED LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Delta Dental of Arkansas**, **Inc.** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **20** Day of **May**, **2013** (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 $\underline{5}$ years for the erected sign and sponsorship the total sum of $\underline{\$12,500}$.

A sum of **\$2,500** shall be paid on **June 4, 2013**.

A sum of \$2,500 shall be paid on June 4, 2014.

A sum of \$2,500 shall be paid on **June 4, 2015.**

A sum of **\$2,500** shall be paid on **June 4, 2016**.

A sum of \$2,500 shall be paid on **June 4, 2017.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 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 6' x 12' 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 between the parties that SPONSOR shall provide CITY with SPONSOR'S logo and needed artwork to complete production of sign and SPONSOR will have approval rights of sign prior to its public display. No changes shall be made to sign without SPONSOR'S prior written approval.
- 7) 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.

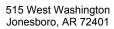
X. Miscellaneous Provisions.

- 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.

- 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.
- 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.

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· /	Dental of Arkansas, Inc.	
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Title:	render + CEZ	,
Date:	5/20/13	
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CITY OF I	IONESBORO	
	ONESDORO	
By:		
•	TT 11D '	_
Name:	Harold Perrin	
Title:	Mayor	
Date:		
		-
ATTEST		
AIIESI		
Donna Jack	cson, City Clerk, CMC	





Legislation Details (With Text)

File #: RES-13:085 Version: 1 Name: Contract with EAB Broadcastors for Craighead

Forrest Park

Type: Resolution Status: To Be Introduced

File created: 6/3/2013 In control: Public Services Council Committee

On agenda: Final action:

Title: A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF

CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

Indexes: Contract

Code sections:

Attachments: <u>EAB Contract</u>

Date Ver. Action By Action Result

Title

A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

Body

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

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

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

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with EAB Broadcastors Inc for the rental of Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

RENTAL AGREEMENT

THIS AGREEMENT made this ____ day of June, 2013 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcastors, Inc. hereinafter called Lessee.

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

- 1. **TERM**: The term of this lease shall be for three (3) days, beginning on July 3, 2013, and ending at midnight on July 5, 2013.
- 2. RENT: Rent is payable in advance, no later than June 29, 2013 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 515 W. Washington Avenue, Jonesboro, Arkansas 72401.
- 3. USE: Lessee agrees to use said premises for the purpose of a July $4^{\rm th}$ Event, and for no other purpose.
- **4. SUBLET:** Lessee **may not** sublet the property or assign this lease without written consent of lessor.
- **5. USE:** The property shall be used for a July 4^{th} Event. Lesses shall be responsible for the following:
- a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
- b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
- c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.

- d. Lessee will barricade restricted access areas to prevent the public from entering.
- e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.
- f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.
- g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.
- 6. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.
- 7. **INDEMNIFICATION:** Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
 - (a) Lessee's failure to fulfill any condition of this agreement;
 - (b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and
 - (c) Lessee's failure to comply with any requirements imposed by any governmental authority.
- 8. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.
- 9. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
- 10. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
- 11. COMPLIANCE WITH LAWS: Lessee agrees not to violate any

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

- 12. SEVERABILITY: Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
- 13. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
- 14. INTERPRETATION: This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

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

CITY OF JONESBORO

LESSOR, HAROLD PERRIN, MAYOR

LESSEE, EAB Broadcastors,

Inc.

ATTEST:

DONNA JACKSON, CITY CLERK