



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, March 25, 2025

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-25:024](#) Minutes for the Finance Committee meeting on Tuesday, March 11, 2025

Attachments: [Minutes](#)

[MIN-25:026](#) Minutes for the Special Called Finance Committee meeting on Tuesday, March 18, 2025

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:027](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH HALFF TO PROVIDE PROFESSIONAL SERVICES FOR DISCIPLE DRIVE PARK

Sponsors: Engineering, Parks & Recreation and Finance

Attachments: [Half Agreement.pdf](#)

[RES-25:029](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR THE CRAIGHEAD FOREST PARK LIGHTING PROJECT (2024:27)

Sponsors: Engineering and Finance

Attachments: [Change Order Form.pdf](#)
[Quote.pdf](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-25:024

Agenda Date:

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Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on Tuesday, March 11, 2025



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, March 11, 2025

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 7 - Joe Hafner; Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman

3. APPROVAL OF MINUTES

[MIN-25:017](#)

Minutes for the Finance Committee meeting on Tuesday, February 25, 2025

Attachments: [Minutes](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Passed . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman

4. NEW BUSINESS

[RES-25:022](#)

A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

Sponsors: Parks & Recreation and Finance

Attachments: [JBB 2025 Agreement 2-18-25.pdf](#)
[JBB 2022 Agreement 2-23-22.pdf](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman

[RES-25:023](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC FOR THE YEAR OF 2025

Sponsors: Parks & Recreation and Finance

Attachments: [JETS 2025 Agreement.pdf](#)

Councilmember David McClain said, Mr. Chairman, the only question I was curious of. It looks like this one and the next one, only one year contract. Is there a reason in particular or is that anticipation of the sports center coming online? Chief Administrative Officer Brian Richardson approached the podium and said, I believe it's, the last couple years, ever since we have two swim teams, they've both been one-year agreements because there's depending on the amount of people that might be enrolled in either program, there might be a difference on lane sharing or something like that. So, it's just to this point until they really establish, I guess, a pattern of usage, there's been just a couple of one-year contracts that have been signed. And obviously when the new sports complex comes online, it's really going to change the way that this lane sharing is conducted, and it may just kick all over to A&P. Not entirely sure but that's definitely part of it just because we don't know what next year's lane division needs to look like. Councilmember David McClain said, ok just curious. Thank you.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;Brian Emison and Anthony Coleman

[RES-25:024](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM FOR YEAR 2025

Sponsors: Parks & Recreation and Finance

Attachments: [SWAT 2025 Agreement.pdf](#)

Councilmember Ann Williams said, I do have a question now after reviewing this one as well. First of all, I had a question as far as, what's the status on the Jonesboro Pool Complex? As far as what I understood, briefly, was a big concern about the pipe problem or the repair of that. I'm just asking that for general curiosity at this point in regard to the status of that pool in general, because I think that's kind of an important issue. Engineering Department Director Craig Light approached the podium and said, my understanding is that there's still a leak in the pool. It's leaking out of the, I'm going to name this thing wrong, but the trap around the outside edge, they think has a leak in it. As far as I know they've not found it exactly where the leak is in it yet. But the pool continues to be operational and so they're still using it. I know Danny had talked to somebody that might be able to locate where the leak's coming from or had an idea, but I don't know that it's moved forward. I don't know that I've answered any of your question other than it's still happening as far as I know. Councilmember Ann Williams said, I just thought it was something everybody that hadn't heard about the issue or problem might want to know about, because it might be relevant in some other decisions. Director Craig Light said, it was found when we were doing the renovations to the YMCA building, the old YMCA building. When they did some excavations, we had some water run into a trench, and we started trying to figure out where that water was coming from and there's a leak somewhere around the pool. Councilmember Ann Williams said, Chris Moore told me after the meeting that a pipe had burst during all that cold weather we had, but I didn't know if that was the case or if it was a leak that was already there or what it was. Director Craig Light said, they did some searching. They had a company come in and try and listen for where the leak was, but it ended up being a drain that was actually not leaking. It was just the water running through the drain. There's still a leak. I mean, a lot of pools leak. Councilmember Ann Williams said, I just thought since we don't have a lot of pool facilities that it was a concerning issue. Director Craig Light said, I don't know of anything that's coming up that would cause the pool not to open when it's supposed to.

Councilmember Ann Williams said, I have another question. When are we going to start calling it The Y and not the Jonesboro Pool Complex? I thought we had decided we were going to call it The Y. Chief Administrative Officer Brian Richardson said, I call it The Y. Councilmember Ann Williams said, I do too, and so it's confusing to people. I think we need to determine or land on an official name for it. What we're all going to call it because otherwise it gets kind of confusing. Chairman Joe Hafner said, I call it The Y unless I have to read Jonesboro Pool Complex. Chief Administrative Officer Brian Richardson approached the podium and said, it's funny you bring that up. We've actually been looking at some exterior beautification of the building that would also further cement that this is The Y. So, I think that'll help with that. Councilmember Dr. Anthony Coleman said, do you need some kind of resolution to do that, or is that just something that we can just say? Councilmember Ann Williams said, I thought that we had already determined that already. Councilmember Dr. Anthony Coleman said, yeah, I did too. Councilmember Ann Williams said, if that's needed later, we can always say it. Chairman Joe Hafner said, it's Jonesboro Pool Complex DBA The Y. Councilmember Ann Williams said, yeah, ok. Ok. Chairman Joe Hafner said, I was trying to be funny April. Councilmember Ann Williams said, that sounds good to me.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;Brian Emison and Anthony Coleman

[RES-25:025](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2025 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2025:01

Sponsors: Engineering and Finance

Attachments: [2025 Asphalt Overlays.pdf](#)
[Bid Tab.pdf](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;Brian Emison and Anthony Coleman

5. PENDING ITEMS

6. OTHER BUSINESS

Chairman Joe Hafner said, at this time I would like to have... Michele and Cheryl are here to kind of bring us up to date on the Sports Complex, and a request that they're going to have at the Finance Committee and the City Council. Which is really nothing other than what we've already been doing. All right, go ahead ladies. Mitchell Williams Law Firm Attorney Michele Allgood and Raymond James Financial Services Director Cheryl Schluterman approached the podium and said, we have been part of the team that's working on the Sports Complex financing. So, one of the things that has come to light, we were aware of and y'all are probably aware of, is that the A&P Commission does not have its own accounting staff, and so Steve and his team have been providing the back-office accounting support and financial support for the A&P

Commission. Which has worked very well. However, in connection with the financing, the lender has recognized that that support and making sure that it's a little bit more formal, and making sure that the city is compensated for the efforts that it is putting forth in connection with that that we should go ahead and document that. So, we have been working on a Memorandum of Understanding, which Steve and the A&P Commission have been involved in, documenting what has been happening and what we anticipate to happen. There's going to be a little bit more financial reporting. Potentially some other cost that the city may incur in connection with those services. So, we have prepared a Memorandum of Understanding, the lender is weighing in on that, they want to make sure that they understand that the services that are being provided. It includes compensation to the city and it's going to be in the amount of \$10,000 quarterly. So, there's going to be stated compensation of \$10,000 from the A&P Commission to the city on a quarterly basis, plus reimbursement of any third-party cost that the city may incur. It also includes provisions that would allow the city and the A&P Commission to re-visit that to make sure it stays fair. As Steven and his team get their arms around and understand if it truly does change, what they're doing, it may be appropriate to increase the amount that the A&P is reimbursing the city for those services. So, we would hoped to have a resolution that would bring that MoU to you for approval to recommend to the City Council. However, we're still going back and forth with lender and their council, and we did not think it was fair to send you a document at 3:45 p.m. and ask you to consider recommending it to the City Council at 4:00 p.m. So, we intend to get that document to you certainly before the end of the week, hopefully tomorrow, may be Thursday. But we would ask that you consider having a special meeting prior to the next City Council meeting so that could be recommended and walked on to the City Council agenda. Timing wise, if we can get that walked on, that is very beneficial to the current project timeline. If we get that approved on the 18th, we would anticipate closing the facilities financing on the 25th. So, things are progressing. Some of you, y'all have been in this for three, four years now with the A&P and the Facilities Board and we're getting a lot closer.

Chairman Joe Hafner said, and currently the city isn't receiving any compensation. So, this would actually benefit the city and if there's any fees, such as audit fees or something like that, those are third-party fees that the city would be reimbursed for. Michele Allgood said, correct. Chairman Joe Hafner said, it's really just kind of like I said and you said, formalizing what we're already doing and covering us moving forward with what we might have to do. Michele Allgood said, that is correct. Right now, the A&P Commission is not operating a facility. Whenever they're operating a facility, even though they're going to have a third-party manager, we certainly are going to want those checks and balances. Steve's going to be paying attention to what the manager's doing. It's the right time and I think it's appropriate for you to formalize this contract.

Chairman Joe Hafner said, I'll say I'm ready for the Sports Complex to break ground and get going, because I know it's going to be a huge benefit and asset for the city. You know, once the resolution is ready to be sent out, I'll make sure I get with the city clerk and ask that the special called meeting be scheduled for next Tuesday. Michele Allgood said, and I do understand that there's some rules that go along with the process of having a special called meeting and having something brought onto the agenda, so thank you in advance for considering that and helping us, keep us on track. Certainly, appreciate that, and to that end whenever we send the documents, we want to make sure that you have the opportunity, you can ask us questions prior to, you can tell us that you want something addressed at that meeting. We want to be as transparent as possible and give y'all every opportunity to review and ask questions.

Councilmember Ann Williams said, that's what meeting? The meeting of the Finance

Committee? Michele Allgood said, we would ask that the Finance Committee have a special called meeting prior to the meeting on the 18th. The normal City Council meeting. Councilmember Ann Williams said, next Tuesday. Michele Allgood said, yes, the 18th.

Chairman Joe Hafner said, appreciate it. Michele Allgood said, we're happy to answer any other questions now. Councilmember Ann Williams said, will there be any other meetings that day prior? What meetings will be meeting up that day? City Clerk April Leggett said, Public Safety at 5:00 p.m. Councilmember Ann Williams said, Public Safety will be meeting at 5:00 p.m., right? Chairman Joe Hafner said, I figure we can schedule it for 4:30 p.m. or 4:45 p.m. I'll check with City Clerk April Leggett. Councilmember Ann Williams said, I would like to make sure that we have plenty of time. That's why I asked about meetings, Public Safety's meeting. I would like plenty of time for questions. Chairman Joe Hafner said, yeah, 4:30 p.m. will give us 30 minutes. Councilmember Ann Williams said, I don't think 15 might not be enough, so I think 30 would be good. City Clerk April Leggett said, do you want to go ahead and set that? Chairman Joe Hafner said, yeah, I'll go ahead. City Clerk April Leggett said, make that public. Chairman Joe Hafner said, for next Tuesday at 4:30 p.m.

Councilmember Dr. Anthony Coleman said, you're pretty much guaranteeing that we'll have it this week though? Michele Allgood said, yes, actually we could have the resolution to you right now. What we're finalizing is the Memorandum of Understanding. Councilmember Dr. Anthony Coleman said, that's the one I was talking about, the MoU. Michele Allgood said, oh yes, that's why I'm very confident that we will be able to have it to you, because one's done and the other one's almost. Councilmember Dr. Anthony Coleman said, ok. Thank you.

Michele Allgood said, we also, you know, the A&P, Ralph Waddell has been reviewing the documents on behalf of that A&P Commission, and then certainly Carol has had the opportunity to review the current draft on behalf of the city. And want to give them time to review the revisions that are requested by the lender. Chairman Joe Hafner said, thank you. Thanks for coming today.

Councilmember Dr. Anthony Coleman said, I have a question. I asked during the last City Council meeting, and I don't know who was here. But anyway, I know I talked about Prospect Road, and I know it needs to go... I don't know if it's Public Works or Finance, but I'd like to know, and I was asking about that and the speed table. If someone could just email me that information that's fine. Chairman Joe Hafner said, your question was about what it takes and... Councilmember Dr. Anthony Coleman said, right. The speed tables, what it takes, how much. I have quite a few citizens asking as well as Prospect Road itself. Chief Administrative Officer Brian Richardson approached the podium and said, yeah. We're perfecting the speed table request project. Really what we've done is, any resident that's reached out to us to ask about a speed table, we'll go out and do a traffic study. And if the traffic study merits further review then we'll discuss it with some of the residents on the block to make sure there's a consensus that a need does exist, and a correction is wanted by the community. Or if it's just really bad then, you know, it's a public safety matter. But I can definitely forward you an email that we've sent to other people, and that way if you have any further questions on that we can just shore that up. And, you know, Prospect Road, we were actually talking about Prospect Road earlier today. Just trying to see what can be done, what we can afford to do and when that would be, because it's certainly a deep ditch on the side and we don't want to send pedestrians down that right now. I mean, that's one of several city streets that are not conducive at all to pedestrian traffic. So, we've got some improving that we need to do there.

Councilmember Dr. Anthony Coleman said, thank you.

Councilmember Ann Williams said, has anybody mentioned Matthews? I've heard from people on West Matthews. That there's a lot of speeding on West Matthews. And they're a couple of the reasons for those stop signs. And that's also the route to the hospital that the ambulances take. So, it's really kind of a two-edge sword trying to determine. Brian Richardson said, we've actually done some speed test on Matthews. Some pretty extensive speed tests through those east west roads and the west end. You know, it's one of those things that cars seem a lot faster whenever you're standing out there looking. I know in my front yard, every time a car drives by I think that they're flying by. But when we collect data sometimes, we're pretty surprised by what we see. And some streets that you think are not a problem, you run some data on and it's pretty surprising. The one that comes to mind was Hickory. That was a problem. You know, that was addressed with some speed tables. We've got several others that are in the pipeline. I can't remember how much we budgeted this year for speed tables, but those requests fill up pretty quick. They certainly seem to be a popular item around town, so we'll just continue to put those in the highest priority where we can. And if there's any streets in particular that council gets a lot of complaints about, please let us know so we can look into it. We'll put them on our Traffic Control Committee meeting. Councilmember Ann Williams said, the residents of that stretch of West Matthews have mentioned it to me. Is that like the 600 and 700 block, they go really fast through that light at Flint and all at once they want to make that light, and there's a lot of speeding in that stretch of the 600 and 700 block. Brian Richardson said, and it doesn't help that everybody's got really loud exhaust, so even the slightest speed up really gets your attention even though they may not be going excessively fast. But certainly, we can... I can pull that data. I don't know if we had any on the 600 and 700 block, but we have looked at it pretty significantly through there. And actually, part of that result is if you look on Washington now, we actually have permanent speed data collectors on both sides of the school. And you know, you get some outliers every now and then, but all in all been pretty pleased with some of the traffic patterns through there. But obviously you want it better, always. Again, if there's any particular roads that jump out that you get a lot of complaints about, we're happy to look into them.

7. PUBLIC COMMENTS

8. ADJOURNMENT

A motion was made by Brian Emison, seconded by Anthony Coleman, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-25:026

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In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Special Called Finance Committee meeting on Tuesday, March 18, 2025



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, March 18, 2025

4:30 PM

Municipal Center, 300 S. Church

SPECIAL CALLED MEETING

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 7 - Joe Hafner; Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman

3. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:028](#)

A RESOLUTION AUTHORIZING THE ENTRY INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF JONESBORO, ARKANSAS ADVERTISING AND PROMOTION COMMISSION AND ACKNOWLEDGING THE CITY'S SUPPORT FOR AND CONSENT TO THE DEVELOPMENT OF A SPORTS COMPLEX

Sponsors: Mayor's Office and Finance

Attachments: [Accounting MOU - Jonesboro and AP Commission \(2025\).pdf](#)

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to Recommend to Council and walk onto tonight's City Council agenda, RES-25:028. All voted aye.

Chairman Joe Hafner said, before I open the floor up to the committee for questions. We have representatives of the A&P and legal and bond council here. So, if y'all would like to come up and speak you're more than welcome too.

Mitchell Williams Law Firm Attorney Michele Allgood approached the podium and said, I'll just start first of all, I apologize that we didn't get this to you sooner. But we wanted to make sure that everybody on both sides of the transaction had the opportunity to review it and to comment on it. We have not made any significant changes to what we talked about at the previous meeting. But there's a lot of lawyers involved and so they wanted to make sure, all of us wanted to make sure, all of our words were in it. The big thing to take away is that as noted through the whereas' in your resolution; the city has been providing these services to the A&P Commission since you created it in 1973. The city in 2021, asked the A&P, they said we're going to levy this tax, we want you to go create this facility. Figure out a way to make this happen for the citizens of Jonesboro. So, as part of that process we have found a way to finance it. There have

been a lot of people that have been involved in this process, and we've been very fortunate. And then, we have a very sophisticated lender, Capital One, who has come forward and they said, we love this project so much we want to finance the whole thing. So, imagine if one of us went down to the car dealership and said I'm going to buy this car, and the dealer was like great. And then you say, but my cousin controls my checkbook. My cousin deposits my paycheck. My cousin makes sure all my bills get paid on time. The car dealer is probably going to say that's great. Why do they do that? Well, they're just great. My cousin, she's a great person and she's good with numbers and she's got the ability to do this. You'd probably hesitate a little bit if you were that car dealer. And so, that's the situation we find ourselves in with Capital One. They are great. They are happy that everything has been rocking along. But they're going to loan the Facilities Board \$65,000,000, and they want to make sure that nothing is disrupted as part of this process. And so, the best way to do that is to make sure that the city believes that it's being treated fairly. And that they're being compensated for the work that they're doing. So, that is the real purpose of the Memorandum of Understanding. I'm happy to answer legal questions, but I think Jerry's prepared to talk about some of the non-legal stuff.

Chairman Joe Hafner said, Mr. Morgan. A&P Commission Chairman Jerry Morgan approached the podium and said, she mentioned most of this arrangement and the reason for this. Again, the city has been providing this service for the A&P Commission for going back 20 years for the last seven years that I've been on it. You know when I started out, we were just collecting for the hotel tax from probably 15 to 20 hotels, issuing about 30 checks a year, and then it evolved into different projects. We started collecting from the restaurants also, a lot more checks there. We've been on a volunteer basis, the commission, we had our first hire of our full-time person, Craig Rickert, our Executive Director. So, our goal is to continue to put as much of the funds back into the community as possible. This arrangement, Steve's office, Steve Purtee, their office, has provided this service. They've done an unbelievable job. Anytime we need any help, they've offered it, financials, collections. And so, this again formalizes this. While the lender is requesting this now, Steve and I've talked about this arrangement for the last two or three years, because it's additional work for his staff and he's probably had to add staff over the last couple of years just for the A&P Commission. So, from a cost accounting standpoint, it only makes sense that we provide some compensation to his department for doing this. I did pull some of the other, Craig pulled some of the other A&P Commissions from around the state. And I really don't even want to quote these numbers because Steve might go up on his price. But a lot of them have their own internal accounting departments. North Little Rock has two full-time in-house people that just do the accounting side. Fayetteville, they pay a 2% collection to the city and one full-time and one part-time. Bentonville, two full-time. Fort Smith pays a percentage and a one full-time person. And so, you can see the benefit that the city is providing here is significant to the A&P Commission, so we're just formalizing that. Also, a huge part of that is, from the commission standpoint, it's a very efficient process, it's very cost effective. It allows us, again, to put more money back in the community which we continue to do. And also, you know, there's a significant amount of dual control here. We're not touching the money. Craig doesn't touch the money. We don't write checks. We don't collect any funds. When we need a check issued, we send it to the city via e-mail and they issue the check. So, they oversee that. I think that's one of the functions we probably overlook significantly, but the dual control is huge when we're dealing with these kinds of funds. Steve also, their department, helps us handle the annual audit and we also have reviews by legislative audit through the city's functions, which go pretty smooth. So again, this is a great arrangement. We're very fortunate to have this. And again, it's good for the city and it's a very efficient process. So, I'll take any questions that you may have. Again,

we're just formalizing, really, something that we've been doing for the last 20 years and putting it in a formal format to make sure going forward that we continue this process.

Councilmember Dr. Anthony Coleman said, thanks Jerry and thank you Steve for a good job. So, while this is a great thing, what if it becomes huge to where Steve says, okay, we're going to have to hire somebody new and all of that kind of stuff? I mean, what would be the process in that regard? Jerry Morgan said, and that's a very valid point. It's one that, basically, Steve will come to us and say, okay, we need to change this arrangement. Because I can see him going into his budget process next year and say, I need to hire another full-time person just to help offset the cost of the A&P. When that happens, he can come to us and we'll work out an arrangement. I think this format and this agreement allows us that process. Is that correct? Mitchell Williams Law Firm Attorney Michele Allgood approached the podium and said, it is correct. If you look at paragraph number four, where it talks about the consideration. So, it anticipates that Jerry and Steve, the A&P Commission, the city, are going to revisit this over time. We don't restrict when they can revisit this. The payments are made, anticipated to be made, on a quarterly basis. But it also anticipates that the city could say, if Steve says, I've got to buy a new computer server to do this, then that would be a direct expense that could be billed to the A&P. So, we've tried to anticipate and permit, certainly, the ability to make modifications, so that the city isn't taking on too much. Jerry Morgan said, that's a very good question.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;Brian Emison and Anthony Coleman

4. ADJOURNMENT

A motion was made by Brian Emison, seconded by John Street, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;Brian Emison and Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:027

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO AN AGREEMENT WITH HALFF TO PROVIDE PROFESSIONAL
SERVICES FOR DISCIPLE DRIVE PARK

WHEREAS, the City of Jonesboro desires to enter into an agreement to provide professional services for the Disciple Drive Park project;

WHEREAS, the Selection Committee has determined that Halff is the most qualified firm for the project;

WHEREAS, Halff has agreed to provide professional services for the Disciple Drive Park project as described in the attached agreement; and,

WHEREAS, the funding for the execution of the agreement shall come from 2025 Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall enter into an agreement with Halff to provide professional services for the Disciple Drive Park project.

Section 2. The funding for the execution of the agreement shall come from the 2025 Capital Improvement budget and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



February 19, 2025

Project No. (AVO): 59658.001

City of Jonesboro
Mayor Harold Copenhaver
300 S. Church St.
Jonesboro, AR 72401

RE: Disciple Drive Park

Dear Mayor Copenhaver,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Disciple Drive Park for the City of Jonesboro, AR. The scope covers survey, schematic design, and design development services, based on the master plan layout as shown on Attachment C.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A Project Exhibit (**Attachment C**) is also included.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by the Consultant and the Client.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

Brian Vazquez, PLA, CLARB
Team Leader, Planning and Landscape Architecture
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(501) 653-7510

Sally Horsey, PLA, CLARB, ASLA
Director, Planning and Landscape Architecture
sHorsey@halff.com
(501) 801-2672

ATTACHMENT A **BASIC SCOPE OF SERVICES** **PROFESSIONAL SERVICES FOR** **Disciple Drive Park**

PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture, Survey, and Engineering Services for the Disciple Drive Park, to the City of Jonesboro (CLIENT). The purpose of the PROJECT is to provide survey, schematic design, and design development services, based on the master plan layout as shown on Attachment C.

SCOPE

This project is to include an approximately 17.31-acre park on Disciple Drive.

The following park elements will be included in the park design development documents:

- Parking for approximately 77 standard spaces and required ADA spaces.
- Main Entry Drive (access to Trailhead and Main Parking).
- South Entry Drive (access to Small Playground and South Parking).
- Trailhead (Bicycle fixtures, hardscape surface, and ADA hardscape access).
- Large Playground (playground structure layout, surface and ADA hardscape access).
- Small Playground (playground structure layout, surface and ADA hardscape access).
- Large Dog Park (fence and paddock gates).
- Small Dog Park (fence and paddock gates).
- One (1) Tennis Court (Surface, fencing, ADA hardscape access).
- Four (4) Pickleball Courts (Surface, fencing, ADA hardscape access).
- One (1) Full size Multi-Purpose Field (330'x210') equipped with Sports Lighting.
- Two (2) Half size Multi-Purpose Fields (210'x135') equipped with Sports Lighting.
- Hardscape and ADA paved walks to all main program areas.
- Soft surface trails (Material to be determined).
- Two (2) acre Fishing Retention Pond (with surrounding walking path) which will also provide detention storage.
- Restroom Building (custom structure with concrete slab and site furnishings).
- Architectural and MEP plans and specifications for Restroom Building to be provided and prepared by H+N Architects Inc.
- Entry Archway and Signage
- Conceptual coordination for Entry Archway and Signage to be provided and prepared by H+N Architects Inc.
- Hydrologic/hydraulic (H&H) services.
- Site Grading and Drainage

ASSUMPTIONS

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Funding support services, including preparation of graphics and exhibits, are not included in this Scope of Services. This service may be provided but will be considered an Additional Service, billed hourly.
3. The PROJECT will follow ADA design requirements as applicable.
4. The CLIENT will provide available existing information and base-map data, including, but not limited to:
 - Utility record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
 - Current property and easement information.
 - Previous park master plan. (Attachment C)
5. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.
6. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, GIS contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information will be used in the assessment, review, and design of the proposed improvements.
7. Internal project meetings described herein will be held at the CONSULTANT's office or virtually, unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

PHASE 1 – DESIGN SUPPORT SERVICES

TASK 1.1 – PROJECT KICK-OFF MEETING

Project Kick-off Meeting:

CONSULTANT will attend one (1) virtual or in-person coordination/project kick-off meeting with the CLIENT (determined by CLIENT) to confirm the goals, objectives, budget, schedule and program of proposed improvements of the PROJECT. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- Project Kick-Off Meeting – One (1) Virtual or in-person meeting (3 Hours maximum duration, inclusive of travel time)

Task 1.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Project Kick-Off meeting notes.

TASK 1.2 – DATA COLLECTION AND BASE MAP PREPARATION

Site Observation / Preliminary Field Review and Report:

CONSULTANT will initiate, schedule, and participate in one (1) Site Observation/Preliminary Field Review meeting with the CLIENT of the PROJECT area shown in Attachment C. An aerial photograph of the site will be taken to the site visit and used to confirm location and condition of existing improvements. The field review is necessary to identify key opportunities and constraints. The site observation will also include the gathering and evaluation of relevant information related to the PROJECT. CONSULTANT will prepare one (1) Field Review Report detailing the observations and identified opportunities and constraints associated with, but not limited to, topography of the site, utilities, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions. Evaluation of the site will be limited to visual field measurements and observations; no subsurface investigations will be conducted. Photographs shall be taken by the CONSULTANT to record existing conditions and may be provided to the CLIENT.

Task 1.2 Deliverables:

- Field Review– One (1) site visit

Data Collection / Base Map Preparation:

The CLIENT will provide to the CONSULTANT available data relevant to the PROJECT. With the assistance from the CLIENT, CONSULTANT will collect the following available data as necessary to the project. CONSULTANT will prepare a project base map utilizing the CONSULTANT's, CLIENT's, and other Stakeholder's gathered relevant project data and information gathered during the site visit. Data may include the following information:

- Google Earth and/or Near Map existing aerial photography, mapping, and survey information
- Existing photometric (LIDAR) topographic contours (2-foot contour interval), and other information (as available)
- Utility (as-builts and/or record drawings) data including underground/at-grade/overhead, location, type, size, owner name and contact information
- Property Lines, Easements, ROW Limits, and other information (as available)
- Previously prepared drainage studies (if applicable)
- Development Site Plans (if applicable)

TASK 1.3 – SURVEY

Survey Base Map:

Halff survey crews will collect necessary information to produce a survey base map and survey control details. Halff will prepare a topographic survey to include the below:

- Ground level surface topography.
- Permanent structures lying within the project area as defined in the attached KMZ file.
- Arkansas One-Call utility markings at the time of the field survey.
- Above ground utility appurtenances observed at the time of the field survey.
- Stem Count Survey – (2) stem count surveys will be conducted on an area 100'x100'. Trees will only be counted, not located. 18" or greater trees in said areas will be counted alongside total.
- Substantial grade breaks as determined by the field crew.

This survey excludes the following:

- Title research.
- Easement research.
- Easement locations.
- Right of way locations.
- Individual Property Locations.

Task 1.3 Deliverables:

- *Electronic CADD file in Civil3D format*
- *PDF file sized at 11"x17" or 22"x34"*

PHASE 2 – 30% SCHEMATIC DESIGN

TASK 2.1 – 30% SCHEMATIC DESIGN

(30%) Schematic Design:

Based on the input gathered from the kickoff meeting and site investigation, the CONSULTANT will prepare one (1) (30 %) Schematic Design that helps communicate the intent and vision of the PROJECT. The Schematic Design shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes. The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

Proposed Improvements:

The (30%) Schematic Design shall include the proposed improvements shown in the previously approved park concept plan as well as identified in the (Project's) Scope and Assumptions sections. Design for improvements shall follow current CLIENT and regulatory design standards, unless directed otherwise by the CLIENT. In addition to the anticipated improvements described above, CONSULTANT's (30%) Schematic Design plans may contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

(30%) Schematic Design Submittal Milestone Preparation:

CONSULTANT shall prepare the (30%) Schematic Design Package submittal milestone, including the following anticipated sheets, listed below:

- Cover Sheet
- General Notes
- Topographic Survey
- Demolition and Erosion Control Plan
- Preliminary Site Plan
- Preliminary Overall Grading Plan
- Architectural Schematic Design for Restroom Building, Entry Archway, and Signage
- Mechanical, Electrical, and Plumbing Schematic Design for Restroom Building
- Drainage Calculations and Report
- Preliminary Utility (Water & Sewer) Plan

Subsequent Submittal Milestones:

All Scope of Services following the (30%) Schematic Design Phase will not begin until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the design. CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones.

Task 2.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the 30% Submittal.

TASK 2.2 – TREE SURVEY

Survey Base Map:

Half survey crews will collect necessary information to produce a survey base map and survey control details. Half will prepare a topographic survey to include the below:

- Tree's 18" or greater.
- Located only within, and 20' outside limits of designed disturbance.

This survey excludes the following:

- Trees 17" and lower
- Title research.
- Easement research.
- Easement locations.
- Right of way locations.
- Individual Property Locations.

Task 2.2 Deliverables:

- Electronic CADD file in Civil3D format
- PDF file sized at 11"x17" or 22"x34"

TASK 2.3 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

Preliminary (30%) Schematic Design OPCC:

Upon completion of the approved (30%) schematic plan, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation.

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Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 2.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing quantities and estimated bid costs.

PHASE 3 – 60% DESIGN DEVELOPMENT

TASK 3.1 – 60% DESIGN DEVELOPMENT DOCUMENTATION

Design Development Document Preparation:

CONSULTANT shall prepare design development documents that include design drawings, design details, and technical specifications for the PROJECT.

The 60% submittal milestone shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards, supplemented with ADA standards. In addition to the anticipated improvements described above, CONSULTANT's 60% submittal milestone shall also contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

Drawing Deliverable Review/Comment Resolution Meetings:

After each submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the CLIENT to discuss submittal review comments related to the PROJECT at the submittal milestones identified below. The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed one (1). Meeting objectives will include design feedback, comment review discussions, and describe subsequent submittal deliverables per the Scope of Work, with general question and answer. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made. The submittal milestones are as follows:

- 60% Design Development – One (1) Virtual meeting (2 Hour maximum duration)

60% Design Development Submittal Milestone Preparation:

CONSULTANT shall prepare the 60% Design Development Package submittal milestone, including the following anticipated documents, listed below:

- Cover Sheet
- General Notes
- Typical Sections
- Erosion Control Plans and Details
- Layout Plans, Profiles, Grading, and Details
- Utility Plans
- Design Development Details
- Hydrologic calculations for pond sizing and outlet structures.

- Architectural 60% Design Development for Restroom Building
- Mechanical, Electrical, and Plumbing 60% Design Development for Restroom Building
- Structural 60% Design Development for Restroom Building
- Table of Contents for Technical Specifications

TASK 3.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC) (CONT.)

Preliminary 60% Design Development OPCC:

CONSULTANT shall provide an Opinion of Probable Construction Cost (OPCC) for the 60% Design Development submittal milestone. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.



BASIS OF COMPENSATION DISCIPLE DRIVE PARK

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – DESIGN SUPPORT SERVICES	
Task 1.1/1.2 – Project Kick-Off and Base Map	\$17,900
Task 1.3 – Survey	\$18,400
PHASE 1 TOTAL	\$36,300
B. PHASE 2 – 30% SCHEMATIC DESIGN:	
Task 2.1 – 30% Schematic Design	\$85,050
Task 2.2 – Tree Survey	\$16,100
PHASE 2 TOTAL	\$101,150
C. PHASE 3 – 60% DESIGN DEVELOPMENT:	
Task 3.1 – 60% Design Development	\$74,050
PHASE 3 TOTAL	\$74,050
SUB-TOTAL	\$211,500
Architecture	\$13,800
Geotech	\$17,500
**Direct Costs (Estimated Reimbursable Expenses)	\$1,000
PROJECT GRAND TOTAL (Phases 1-3 & Direct Costs)	\$243,800

ATTACHMENT B EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services will be accomplished as Additional Services.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work is excluded.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development design alternatives, or preparation of a feasibility studies are excluded.
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.
13. Irrigation design.
14. Public Engagement, such as public meetings or hearings, is excluded.
15. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.
16. Preparation of Traffic engineering reports or studies is excluded.
17. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.
18. Permitting: payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
19. The preparation and development of Construction Documentation beyond the scope of services described above is excluded.
20. Construction staking.
21. Value Engineering Services are excluded.
22. Subsurface Utility Engineering: Quality Level A, B, or C is excluded.
23. Work Zone Traffic Control is excluded.
24. Additional Survey Services for Preparation of Easement or Right-of-Way Exhibits are excluded.
25. Field survey of channel cross sections other than what is identified in the scope above is excluded.
26. Field survey of area outside the identified project area is excluded.
27. Geospatial Survey Services are excluded.
28. Right of Entry preparation and coordination is excluded.
29. Boundary Research and Boundary Resolution Services are excluded.
30. All Environmental Services are excluded.
31. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.
32. All permitting is excluded.
33. Environmental documentation as required when federal funding is excluded.
34. Re-design due to scope changes, value engineering, budget overruns, or other reasons
35. Survey and design of offsite road, drainage, and/or utilities.
36. Survey of individual tree sizes and locations of the full site are excluded.
37. 100% Const. Documentation, Bidding Services, and Const. Administration phases and beyond.

ATTACHMENT C DISCIPLE DRIVE PARK MASTER PLAN PROJECT LOCATION AND LIMITS



**AGREEMENT FOR PROFESSIONAL SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Services (the "Agreement") is entered into by the **City of Jonesboro** a Home Rule City of the State of **Arkansas** ("Client"), duly authorized to act by the **Mayor** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
- II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
 - b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
 - c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
 - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
 - e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probably construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
 - f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

- g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII, by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Halff:
Halff Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@halff.com

To Client:
City of Jonesboro
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremens' and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Sebastian, Arkansas.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI

below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "**Betterment**") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

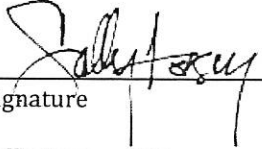
XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ___ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF JONESBORO, Arkansas

By: 
Signature
Sally Horsey, PLA
Printed Name
Director
Title
2/19/25
Date

By: _____
Signature

Printed Name

Title

Date



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:029

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR THE CRAIGHEAD FOREST PARK LIGHTING PROJECT (2024:27)

WHEREAS, the City of Jonesboro accepted the low bid and entered into an agreement for the Craighead Forest Park Lighting Project with Wilkins Electric, LLC;

WHEREAS, the City of Jonesboro desires to change the project with Change Order No. 1 as attached increasing the Purchase Order in the amount of \$28,000.00; and,

WHEREAS, funding for the execution of the contract shall come from the Capital budget and compensation shall be paid in accordance with Bid 2024:24.

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

Section 1: That the City of Jonesboro hereby accepts Change Order No. 1 in the amount of \$28,000.00 from Wilkins Electric, LLC. For the Craighead Forest Park Lighting Project.

Section 2. That funding for the execution of the Change Order shall come from the Capital budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept this Change Order and direct the Purchasing Agent to increase the Purchase Order amount.

CITY OF JONESBORO	P.O. BOX 1845 JONESBORO, AR 72403	CHANGE ORDER NO. 1
PO NUMBER 50949	DATE PREPARED 3/17/2025	PROJECT NAME Craighead Forest Park Lighting

NAME AND ADDRESS OF CONTRACTOR

Wilkins Electric, LLC
310 E Kingshighway, Paragould, AR 72450

DESCRIPTION OF WORK INCLUDED IN CONTRACT

- A. Installing 15 additional lighting fixtures
- B.
- C.
- D.
- E.

CHANGES ORDERED AND REASON ORDERED (List Individual Changes as A, B, C, D, etc.)

- A. Additional lighting needed along new trail spur that connects the CFP Loop to the new parking lot.
- B.
- C.
- D.
- E.

	Bid Item No.	Unit	Current Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Current Estimated Cost	Revised Estimated Cost
A.	SP	LS	0	\$ -	1	\$ 28,000.00	\$ -	\$ 28,000.00
B.							\$ -	\$ -
C.							\$ -	\$ -
D.							\$ -	\$ -
E.							\$ -	\$ -

TOTAL \$ - \$ 28,000.00

Original Contract Amount	\$ 244,000.00	
Previously Approved Change Orders	\$ -	
This Change Order	\$ 28,000.00	Overrun
New Contract Amount	\$ 272,000.00	

Contract time increased by _____ **days. New contract** _____ **days.**

THIS AGREEMENT SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS

ISSUED FOR REASONS INDICATED ABOVE

Signature Title Date

ACCEPTED BY CONTRACTOR

Signature Title Date

ACCEPTED BY OWNER

Signature Title Date

Wilkins Electric, LLC
310 East Kings Highway
Paragould, Arkansas 72450
1-870-239-5009
Contractor License #0209480425

To: City of Jonesboro
Attention: Ryan
Subject: 15 additional poles

Quotation #20250307

We are proud to quote this project for you. Wilkins Electric, LLC will provide all material, labor and supervision to you for your project at Craighead Forest Park installing 15 additional poles.

Items Included:

Trenching
Conduit
Wire
Boring
Installing poles (owner furnished)

Wilkins Electric, LLC will perform all of the above for the sum of \$ 28,000.00
(Twenty Eight Thousand and 00/100 Dollars)

Quotation good for 30 days

This proposal includes the payment of Social Security, withholding, and unemployment tax, and workmen's compensation and public liability insurance on all workmen under the terms of this proposal.

We agree that no additional work will be performed or materials furnished or additions made until cost of labor and materials required to do extra work is agreed upon and a written contract for extra work is executed by Wilkins Electric, LLC; and owner/ authorized representative. All sums due Wilkins Electric, LLC for extra work shall be payable upon completion of said work.

All invoices due upon receipt

Acceptance of this proposal shall constitute a contract and bind the parties hereto.

Dated this 7th day of March , 2025

Cory Wilkins *Cory Wilkins*
Managing Member

Accepted this ____ day of _____

By: _____ Position: _____