

Municipal Center 300 S. Church Street Jonesboro, AR 72401

### **Meeting Agenda**

## Finance & Administration Council Committee

Tuesday, February 22, 2022

4:00 PM

Municipal Center, 300 S. Church

#### 1. Call To Order

#### 2. Roll Call by City Clerk April Leggett

#### 3. Approval of minutes

Minutes for the Finance Committee meeting on February 8, 2022.

Attachments: MINUTES

#### 4. New Business

#### RESOLUTIONS TO BE INTRODUCED

RES-22:036 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH

FIRST COMMUNITY BANK FOR SPONSORSHIP OF ONE FIELD AT THE

JONESBORO SHOOTING SPORTS COMPLEX

<u>Sponsors:</u> Parks & Recreation and Finance

<u>Attachments:</u> <u>First Community Bank SSC2022</u>

RES-22:041 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT

TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY (DEQ)

**Sponsors:** Finance and Engineering

RES-22:042 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER

INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE. BUREAU OF JUSTICE

ASSISTANCE (BJA), AND ACCEPT THE FY 2021 BULLETPROOF VEST

PARTNERSHIP GRANT

**Sponsors:** Grants and Police Department

RES-22:043 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES

BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

**Sponsors:** Mayor's Office

<u>Attachments:</u> <u>INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JONESBOF</u>

RES-22:044 A RESOLUTION TO PARTNER WITH JONESBORO UNLIMITED FOR THE

DEVELOPMENT OF A NATURAL SURFACE MOUNTAIN BIKE TRAIL PLAN FOR THE

CITY OF JONESBORO

Sponsors: Parks & Recreation

Attachments: studioDRIFT JonesboroMBTrails FINAL

#### 5. Pending Items

ORD-22:009 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT

WITH STUDIO DRIFT TO PROVIDE A NATURAL SURFACE MOUNTAIN BIKE TRAIL RESEARCH, CONCEPT, DESIGN AND IMPLEMENTATION PLAN FOR THE CITY OF

JONESBORO.

**Sponsors:** Parks & Recreation and Engineering

<u>Attachments:</u> <u>studioDRIFT\_JonesboroMBTrails\_121021</u>

Legislative History

2/8/22 Finance & Administration Postponed Temporarily

Council Committee

#### 6. Other Business

#### 7. Public Comments

#### 8. Adjournment



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: MIN-22:012

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Minutes

Minutes for the Finance Committee meeting on February 8, 2022.



Municipal Center 300 S. Church Street Jonesboro, AR 72401

# Meeting Minutes Finance & Administration Council Committee

Tuesday, February 8, 2022

4:00 PM

Municipal Center, 300 S. Church

#### 1. Call To Order

#### 2. Roll Call by City Clerk April Leggett

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

#### 3. Approval of minutes

MIN-22:007

MINUTES FOR THE FINANCE & ADMINISTRATION COMMITTEE MEETING ON JANUARY 25, 2022

<u>Attachments:</u> Finance Minutes 01252022

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

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

#### 4. New Business

#### ORDINANCES TO BE INTRODUCED

ORD-22:008

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A USED TRACTOR, AND SUPPORTING EQUIPMENT, FOR THE PARKS DEPARTMENT

**Sponsors:** Parks & Recreation and Finance

Attachments: Parks Tractor Quote

Councilmember John Street commented that this is just not the tractor. It also includes attachments such as a six-foot cutter, a six-foot box blade, two twenty-foot ramps, and a gravel bucket.

A motion was made by Councilperson John Street, seconded by Councilperson 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;LJ Bryant and Brian Emison

ORD-22:009

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH STUDIO DRIFT TO PROVIDE A NATURAL SURFACE MOUNTAIN BIKE TRAIL RESEARCH, CONCEPT, DESIGN AND IMPLEMENTATION PLAN FOR THE CITY OF JONESBORO.

**Sponsors:** Parks & Recreation and Engineering

Attachments: studioDRIFT JonesboroMBTrails 121021

A motion was made by Councilperson John Street, seconded by Councilperson Charles Coleman, that this matter be Postponed Temporarily . The motion PASSED with the following vote.

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

#### RESOLUTIONS TO BE INTRODUCED

RES-22:028

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH COMMUNICATIONS MADE EASY, INC. (CME, INC.) FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: CME Joe Mack Contract2022

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

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Brian Fmison

RES-22:029

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO SELL PROPERTY LOCATED AT LOT 6 BLOCK 1 NORTH MAIN STREET TO WATSON ICE COMPANY, LLC

**Sponsors:** Mayor's Office

<u>Attachments:</u> Lot 6 Block 1 email from brichardson 02082022

Lot 6 Block 1 N Main St 01-11-2022 Jonesboro

Offer and Plat Watson Ice

Offer and Acceptance Watson Ice

Councilmember David McClain commented that he was just curious as to why we are selling the property, is it to just get rid of it? Brian Richardson explained that that they had just gotten an unsolicited offer from Harold Watson. He had purchased 1.22 acres which is the surrounding property and this would be the interior portion of the property that he purchased. It boarders the east side of the bridge, so there is really not much access to it. We did have an appraisal done on the property it came roughly within the purchase price and the city does not have any plans for that property. It has been in our inventory for several decades and I don't know of any other offers that was made

A motion was made by Councilperson John Street, seconded by Councilperson

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;LJ Bryant and Brian Emison

#### 5. Pending Items

#### 6. Other Business

Finance Chairman Joe Hafner commented that he was looking forward to seeing what the new prepared food tax returns will be. Hopefully everybody is working on the report that he hope to have for you all on February 20th. Councilmember Dr. Charles Coleman stated that he was having lunch and the business owner and he said he was actually glad to pay his first payment to the city regarding the prepared food tax, I thought that spoke highly of the individual. Chairman Hafner said that he was glad to hear that and that hopefully when people realize the investment, and return of revenue to the city from this tax, especially when the complex is built, it will be a good thing for the city. The sport complex committee met this morning, so hopefully we will know maybe by tomorrow which company was chosen to do the feasibility study.

#### 7. Public Comments

#### 8. Adjournment

A motion was made by Councilperson David McClain, seconded by Councilperson Brian Emison, that this mmeeting be Adjourned . The motion PASSED with the following vote.

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



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-22:036

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH FIRST COMMUNITY BANK FOR SPONSORSHIP OF ONE FIELD AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains Jonesboro Shooting Sports Complex located at 3702 Moore Road; and

WHEREAS, First Community Bank is seeking sponsorship recognition on one Trap/Skeet Field at the Jonesboro Shooting Sports Complex; and

WHEREAS, First Community Bank is sponsoring the field for the sum of \$75,000 for a period of 10 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 First Community Bank for the sponsorship of a Trap/Skeet Field at Jonesboro Shooting Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett 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 A TRAP/SKEET FIELD AT JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between **First Community Bank** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **January**, **2022** (Effective Date).

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Jonesboro Shooting Sports Complex", and hereafter referred to as the "FACILITY"; 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 FACILITY by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the FACILITY;

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 ten (10) years commencing on the Effective Date and ending at midnight on the **December 31, 2031**.

#### 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 and placed on the Trap/Skeet Field #5 located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of  $\underline{10}$  years for the erected sign and sponsorship the total sum of  $\underline{\$75,000}$ .

A sum of \$7,500 shall be paid on January 1st of each year.

It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional ten years. Should SPONSOR choose to exercise its right to renewal, SPONSOR shall give CITY written notice of such renewal on or before December 31, 2031; and on or before expiration of each successive ten (10) year term thereafter.

- 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 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 the first 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed between the parties that CITY is responsible for repair and/or replacement of SPONSOR'S sign due to damage, not considered Force Majeure as described below, including but not limited to: wind, water, sun, hail, soil erosion, or actions of visitors to the FACILITY.
- 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.

#### IV. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, pandemic, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment, ammunition, or supplies, making the use of the FACILITY in effect futile, or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance of the Sponsorship, including payment of Agreement fees and/or furnishing signage, and the other Party shall likewise be excused from performance of its obligations until the delay, restriction or interference has ceased or the expiration of this Agreement whichever is earlier.

#### V. Injury or Death

Nothing in this Agreement shall be constructed to impose any liability on SPONSOR for any personal injury or death resulting from any individual, group, company, business', or any other use of the FACILITY nor impose any liability on SPONSOR for any personal injury or death

resulting from the negligence of CITY or its management, agents, employees, or other personnel's operating and/or management of the FACILITY.

#### VI. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives 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.
- 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.

FIRST CO	MMUNITY BANK
10	7/
By:	
Name: 5	Allen Williams
Title: ma	Kx President
Date: 2	JONESBORO
CITY OF	
CITY OF	JONESBORO

**ATTEST** 

April Leggett, City Clerk,



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-22:041

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY (DEQ)

WHEREAS, on May 11, 1998 the City of Jonesboro did execute a Contract of Obligation between the City of Jonesboro and the Arkansas Department of Pollution Control and Ecology (ADPCE) related to the closure and post-closure costs of the Jonesboro Municipal Landfill, said Contract binding the City of payment in the amount of \$500,000.00 in the event of default; and,

WHEREAS, the Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) (as successor agency to ADPCE), has advised City that pursuant to Regulation 22.1403(c) the above Contract of Obligation may be rescinded upon receipt of a letter of credit in the amount equal to 20% of estimated post-closure maintenance costs; and,

WHEREAS, this letter of credit must be renewed annually, and the amount adjusted based on an annual inflation factor provided by DEQ; and,

WHEREAS, Centennial Bank, as primary depository for the City, has tentatively agreed to provide an irrevocable standby letter of credit in favor of the Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) for this purpose and to renew said letter of credit annually, as needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute any and all instruments necessary for the issuance of the mentioned letter of credit.



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-22:042

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), AND ACCEPT THE FY 2021 BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS, the City of Jonesboro, Arkansas was awarded the 2021 Bulletproof Vest Partnership Grant in the amount of \$46,075 with a local match requirement of \$46,075 for a total award of \$92,150; and

WHEREAS, the FY 2021 Bulletproof Vest Grant award may be used for National Initiate of Justice (NIJ) compliant armored vest; and,

WHEREAS, this grant will purchase 50 (NIJ) compliant armored vest by FY 2022

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

Section 1: The City of Jonesboro, Arkansas, will enter into an agreement with the Department of Justice, Bureau of Justice Assistance, to accept the 2021 Bulletproof Vest Grant for \$46,075 for 50 NIJ Compliant armored vest.

SECTION 2: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this application.



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-22:043

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

WHEREAS, Craighead County, Arkansas operates a detention facility; and,

WHEREAS, the City of Jonesboro desires to house prisoners at said facility; and,

WHEREAS, the City of Jonesboro desires to establish a fixed rate to ensure fiscal stability.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro that:

SECTION 1: The City of Jonesboro shall enter into an Intergovernmental Agreement with Craighead County establishing jail fees as follows:

January 1, 2022 to December 31, 2022 in the amount of \$227,925.72 per month

SECTION 2: Mayor Harold Copenhaver and City Clerk April Leggett are authorized to execute such documents as are necessary to effectuate this agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JONESBORO, ARKANSAS AND THE COUNTY OF CRAIGHEAD, ARKANSAS FOR KEEPING PRISONERS OF THE CITY OFJONESBORO IN THE CRAIGHEAD COUNTY DETENTION CENTER

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into on this the 16<sup>TH</sup> day of February 2022 by and between the City of Jonesboro, Arkansas ("Jonesboro") and the County of Craighead, Arkansas ("Craighead").

**WHEREAS,** Craighead County, through its Sheriffs Department, provides a detention facility for the housing of prisoners; and

WHEREAS, Jonesboro desires to house certain of its prisoners in the Craighead County detention facility; and

**WHEREAS,** Craighead is required by Arkansas Code Annotated 12-41-503 to house Jonesboro prisoners subject to the terms and conditions of Arkansas Code Annotated 12-41-503 and pursuant to this agreement; and

**WHEREAS**, pursuant to Arkansas Code Annotated 12-41-506, Craighead and Jonesboro are authorized to enter into this intergovernmental agreement;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

- 1. PURPOSES AND SECURITY PROVIDED. The purpose of this Agreement is to establish a formal binding relationship between Craighead County and City of Jonesboro for the detention of persons charged with, or convicted of violations of state or local law, or held as material witnesses at the Craighead County detention facility. Craighead County agrees to accept and provide for the secure custody, care and safe-keeping of Jonesboro prisoners in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Craighead County detention facility. Craighead further agrees to make available to Jonesboro spaces inside the Craighead detention facility currently utilized by Craighead for bond hearings and inmate interviews for use by Jonesboro for bond hearings and inmate interviews. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces.
- **2. PERIOD OF PERFORMANCE.** This Agreement shall be in effect from January 1, 2022 through December 31, 2022 until terminated as hereinafter provided. However, the parties hereto may extend agreement upon terms and conditions mutually agreed upon prior to its expiration.

#### 3. PAYMENT RATE

Payments shall be made monthly by the City of Jonesboro to Craighead County according to the following schedule;

January 1, 2022 to December 31, 2022 is \$227,925.72

**4. PRIORITY.** Craighead County shall not refuse any lawfully arrested inmate of the City of Jonesboro and shall give priority to prisoners from those municipalities within Craighead County orthose from other counties pursuant to State law. Further, the respective duties of the Jonesboro Police Department and the Craighead County Sheriffs Department as currently conducted will not change, due to this agreement.

- **5. MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties, and supersedes any county ordinance establishing fees for housing of prisoners, during the term of this agreement or any extension thereof.
- **6. PAYMENT SCHEDULE**. That the amount of money to be paid and the payment schedule previously agreed upon remains unchanged.
- **7. RESPONSIBILITY.** That the responsibilities of the respective parties remain as previously agreed.

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

CRAIGHEAD COUNTY, ARKANSAS

CITY OF JONESBORO, ARKANSAS



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-22:044

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Finance & Administration Council Committee File Type: Resolution

A RESOLUTION TO PARTNER WITH JONESBORO UNLIMITED FOR THE DEVELOPMENT OF A NATURAL SURFACE MOUNTAIN BIKE TRAIL PLAN FOR THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro and Jonesboro Unlimited, a local non-profit, seek to further increase recreational opportunities for area residents; and

WHEREAS, natural surface trails are an established attraction for cycling tourist and will provide additional economic activity in Jonesboro while increasing quality of place for Jonesboro residents; and

WHEREAS, construction of natural surface trails has become increasingly popular due in large part to their lower cost of investment for high rate of return ratios; and

WHEREAS, pursuant to ACA 14-17-205 the City of Jonesboro desires to enter into a partnership with Jonesboro Unlimited for the development of a Natural Surface Mountain Bike Trail Plan for the City of Jonesboro; and

WHEREAS, Jonesboro Unlimited has engaged StudioDRIFT and the International Mountain Bike Association (IMBA) for the development of the Natural Surface Mountain Bike Trail Plan; and

WHEREAS, StudioDRIFT, an Arkansas non-profit, and IMBA are among the most experienced trail designers in the region, have detailed knowledge of Jonesboro, and have developed similar plans with success; and

WHEREAS, StudioDRIFT and IMBA propose the attached scope-of-services for the development of this Natural Surface Mountain Bike Trail Plan, of which Jonesboro Unlimited has agreed to pay an amount not to exceed \$70,000 of the total cost; and

WHEREAS, the City of Jonesboro would be responsible for an amount not to exceed \$55,000 of the project cost which would come from 2022 Capital Improvement Budget, and would be paid based on monthly invoicing by StudioDRIFT for percentage complete of each task.

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

SECTION 1: The City of Jonesboro may partner with Jonesboro Unlimited in the engagement of StudioDRIFT for development of a Natural Surface Mountain Bike Trail Plan for the City of Jonesboro.

SECTION 2: The City of Jonesboro will pay StudioDRIFT up to \$55,000 for their services, described in the attached, based on monthly invoicing on the percentage of work complete.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate this partnering agreement.

## studio **DRIFT**

February 16, 2022

Mayor Harold Copenhaver <a href="https://hcopenhaver@jonesboro.org">hcopenhaver@jonesboro.org</a>

Mr. Chris Barber <a href="mailto:cbarber@sbrmc.org">cbarber@sbrmc.org</a>

Re: One Jonesboro Mountain Bike Master Plan Overlay + Craighead Forest MB Trail Construction Documents + Communications and Administration of such FY 2022

To whom it may concern,

As a 501 (c) 3 non-profit partner, studioDRIFT will administer the scope of work listed below. International Mountain Biking Association (IMBA) shall be a consultant under the supervision of studioDRIFT for all mountain bike trail master planning and construction drawings as listed.

#### **SCOPE OF PARTNERSHIP**

The purpose of the partnership proposed herein is to provide administration and communications regarding the proposed One Jonesboro Mountain Bike Master Plan overlay as prepared by IMBA. In addition, studioDRIFT shall set up a website to make publicly available the planning, scheduling and construction progress FY 2022. This shall include the IMBA master plan, Craighead Forest Mountain bike trails, and One Jonesboro ARDOT TAPS grant projects. The intent will be to clearly communicate to all stakeholders and the public the utilization of appropriated funds, concept plans, and construction documents, scheduling, and construction progress.

The International Mountain Biking Association (IMBA)/Trail Solutions (TS) is responsible for:

#### **Task A: Project Preparation**

- Project kick off call with project team.
- GIS data transfer and set up.
- Base map development for citywide and property specific projects.

#### Task B: Desktop Assessment

- Review One Jonesboro plan at a map data level.
- Inventory public lands within One Jonesboro plan extent and make observations on city wide connectivity.
- Research Craighead Forest Park trail conditions and experiences.
- Site visit coordination with project team.

#### Task C: Site Visit (2 TS staff, 7 days in Jonesboro)

- Travel to/from Jonesboro
- Project team meeting to discuss site visit objectives.
- Tour public lands within and around city limits also including A-STATE properties.
- Walking/riding tour of A-STATE to Downtown connections.
- Craighead existing trails assessment (2 TS staff, 4 days, segment-by-segment assessment.

• Site visit wrap up meeting and planning charette with project team.

#### Task D: City Wide Natural Surface Connectivity Plan

- Develop draft natural surface connectivity overlay map graphic to One Jonesboro plan.
- Project team review and discussion of connectivity overlay.
- Revise connection overlay per project team input.
- Write connection overlay narratives for One Jonesboro plan appendix.
- Project team review of narratives.
- Finalize connection overlay GIS data and plan appendix.

#### Task E: Craighead Forest Park Assessment and Plan

- Develop draft trail assessment and improvement plan map graphic with trail specs.
- Project team review and discussion of assessment and plan.
- Revise assessment and improvement plan graphics based on project team input.
- Write trail improvement plan document that includes trail experience objectives and construction cost opinion.
- Project team review of document.
- Finalize document, map graphics, trail specification, and GIS data.

#### Task F: Craighead Trails Design (2 TS staff, 7 days)

- Travel to/from Jonesboro, AR.
- On site meeting with project team.
- Field design up to 5 miles of new trail and 8 miles of existing trail realignments/improvements. \*mileage may change per concept plan.
- Field design wrap up meeting with project team.
- Create design brief that includes trail experience objectives, trail specifications, and buildable unit inventory.
- Update construction cost opinion.

#### TOTAL IMBA BASIC FEES

\$63,385.00

(Reimbursable expenses Task C & F not to exceed \$14,300.00)

#### studioDRIFT is responsible for the following tasks:

Project Manager: Lindsey Wingo Executive Director: Greg Spradlin

#### Task G: Administration and Communications of IMBA Jonesboro MBT Master Plan

- Scheduling, stakeholder, and public communications regarding the project.
- Website creation, maintenance and updates as required
- Design Input, Site Meetings and Coordination with IMBA throughout the master planning process.

#### Task H: Construction Administration for Craighead Forest MB Trails

 Construction Oversight, Scheduling, Communications, Pay Application Review, and administration of all construction funds.

#### Task I: Communications and Scheduling ARDOT TAPS One Jonesboro Grants

 Coordination with city staff and consultants regarding grant scheduling and construction progress.

<sup>\*</sup>Ecological Design Group, Inc. staff is available and will participate as required at cost.

- Communication and public outreach to stakeholders and public regarding planned improvements.
  - o Inclusion of ARDOT TAPS Grant projects into website.

#### Task J: Outreach/Inclusion of One Jonesboro plan in studioDRIFT's regional vision

- Stakeholder identification + presentations of regional vision including One Jonesboro plan's importance for regional economic impact realization.
- Emphasis on North/South connection through Jonesboro, planning and cost estimating

TOTAL studioDRIFT FEE \$42,850.00 (Reimbursable expenses not to exceed: \$4,465.00)

#### **REMUNERATION**

Respectfully submitted.

We propose to partner on the project above based on a lump sum fee not to exceed \$125,000.00 inclusive of all travel and reimbursable expenses. The City of Jonesboro will be responsible for an amount not to exceed \$55,000. Jonesboro Unlimited will be responsible for an amount not to exceed \$70,000.

Lindsey Wingo		
, 0		
studio <b>DRIFT</b>		
At J	Data	
Accepted:	Date:	



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-22:009

Agenda Date: Version: 1 Status: In Committee

In Control: Finance & Administration Council Committee File Type: Ordinance

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH STUDIO DRIFT TO PROVIDE A NATURAL SURFACE MOUNTAIN BIKE TRAIL RESEARCH, CONCEPT, DESIGN AND IMPLEMENTATION PLAN FOR THE CITY OF JONESBORO.

WHEREAS, the City of Jonesboro seeks to further increase recreational opportunities for area residents; and

WHEREAS, natural surface trails are an established attraction for cycling tourist and will provide additional economic activity in Jonesboro while increasing quality of place for Jonesboro residents; and

WHEREAS, construction of natural surface trails has become increasingly popular due in large part to their lower cost of investment for high rate of return ratios; and

WHEREAS, Studio Drift and their associates are among the most experienced firms in trail design and also have a detailed knowledge of Jonesboro and have participated in design and concept work for similar plans with satisfactory results; and

WHEREAS, Studio Drift will be tasked with conducting information gathering community surveys, inventorying current city properties for viability, researching existing trails at Craighead Forest for improvements, crafting a city-wide natural surface trail plan to interact with the current One Jonesboro Multi-use trail plan, and assisting with seeking funding sources from local, state and federal entities.

WHEREAS, bidding is requested to be waived for exceptional circumstances to take full advantage of cooperative funding with Jonesboro Unlimited, who have agreed to pay half of the encumbered cost of these professional services due to their confidence in Studio Drift and their associates.

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

SECTION 1: The City of Jonesboro may contract with Studio Drift for professional services to research and design a natural surface trail system for properties within the City of Jonesboro.

SECTION 2: The City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby waive the requirement of competitive bidding and authorize the Mayor to enter into a professional

services agreement with Studio Drift for services outlined in the attached contract.

SECTION 3: That Mayor Harold Copenhaver and City Clerk April Leggett are hereby authorized to execute such documents as are necessary to effectuate the contract.

#### studio **DRIFT**

120 South Izard Street Little Rock, AR 72201 www.studiodriftar.org 501 (c) 3

December 10, 2021

Mayor Harold Copenhaver hcopenhaver@jonesboro.org

Mr. Chris Barber <a href="mailto:cbarber@sbrmc.org">cbarber@sbrmc.org</a>

Re: One Jonesboro Mountain Bike Master Plan Overlay + Craighead Forest MB Trail Construction Documents + Communications and Administration of such FY 2022.

To whom it may concern,

As a 501 (c) 3 non-profit studio drift will administer the scope of work listed below. International Mountain Biking Association (IMBA) shall be a consultant under the supervision of studio drift for all mountain bike trail master planning and construction drawings as listed.

#### **SCOPE OF SERVICES**

The purpose of the services proposed herein is to provide administration and communications regarding the proposed One Jonesboro Mountain Bike Master Plan overlay as prepared by IMBA. In addition, studio drift shall set up a website to make publicly available the planning, scheduling and construction progress FY 2022. This shall include the IMBA master plan, Craighead Forest Mountain bike trails, and One Jonesboro ARDOT TAPS grant projects. The intent will be to clearly communicate to all stakeholders and the public the utilization of appropriated funds, concept plans, and construction documents, scheduling, and construction progress.

#### The Following Task Items shall be completed by IMBA:

#### Task A: Projet Preparation

\$2,865.00

- Project kick off call with project team.
- GIS data transfer and set up.
- Base map development for citywide and property specific projects.

#### **Task B: Desktop Assessment**

\$5,235.00

- Review One Jonesboro plan at a map data level.
- Inventory public lands within One Jonesboro plan extent and make observations on city wide connectivity.
- Research Craighead Forest Park trail conditions and experiences.
- Site visit coordination with project team.

#### Task C: Site Visit (2 TS staff, 7 days in Jonesboro)

\$15,505.00

- Travel to/from Jonesboro
- Project team meeting to discuss site visit objectives.

- Tour public lands within and around city limits also including ASTATE properties.
- Walking/riding tour of ASTATE to Downtown connections.
- Craighead existing trails assessment (2 TS staff, 4 days, segment by segment assessment.
- Site visit wrap up meeting and planning charette with project team.

#### Task D: City Wide Natural Surface Connectivity Plan

\$7,395.00

- Develop draft natural surface connectivity overlay map graphic to One Jonesboro plan.
- Project team review and discussion of connectivity overlay.
- Revise connection overlay per project team input.
- Write connection overlay narratives for One Jonesboro plan appendix.
- Project team review of narratives.
- Finalize connection overlay GIS data and plan appendix.

#### Task E: Craighead Forest Park Assessment and Plan

\$9,900.00

- Develop draft trail assessment and improvement plan map graphic with trail specs.
- Project team review and discussion of assessment and plan.
- Revise assessment and improvement plan graphics based on project team input.
- Write trail improvement plan document that includes trail experience objectives and construction cost opinion.
- Project team review of document.
- Finalize document, map graphics, trail specification, and GIS data.

#### Task F: Craighead Trails Design (2 TS staff, 7 days) and Bid Package

\$22,485.00

- Travel to/from Jonesboro, AR.
- On site meeting with project team.
- Field design up to 5 miles of new trail and 8 miles of existing trail realignments/improvements. \*mileage may change per concept plan.
- Field design wrap up meeting with project team.
- Create design brief that includes trail experience objectives, trail specifications, and buildable unit inventory.
- Update construction cost opinion.
- Develop bid document for contractor procurement.

TOTAL IMBA BASIC SERVICES \$63,385.00

Reimbursable expenses Task C & F not to exceed: \$14,300.00

#### The Following Task Items shall be completed by studio DRIFT:

Project Manager: Lindsey Wingo Executive Director: Greg Spradlin

\*Ecological Design Group, Inc. staff is available and will participate as required at cost.

#### Task G: Administration and Communications of IMBA Jonesboro MBT Master Plan

\$16,350.00

- Scheduling, stakeholder, and public communications regarding the project.
- Website creation, maintenance and updates as required
- Design Input, Site Meetings and Coordination with IMBA throughout the master planning process.

#### Task H: Construction Administration for Craighead Forest MB Trails

\$15,000.00

 Construction Oversight, Scheduling, Communications, Pay Application Review, and administration of all construction funds.

#### Task I: Communications and Scheduling ARDOT TAPS One Jonesboro Grants

\$ 4,750.00

- Coordination with city staff and consultants regarding grant scheduling and construction progress.
- Communication and public outreach to stakeholders and public regarding planned improvements.
  - o Inclusion of ARDOT TAPS Grant projects into website.

#### Task J: Outreach and Inclusion of One Jonesboro plan in studio Drift's regional vision

\$ 6,750.00

- Stakeholder identification + presentations of regional vision including One Jonesboro plan's importance for regional economic impact realization.
- Emphasis on North/South connection through Jonesboro, planning and cost estimating

TOTAL studioDRIFT SERVICES \$42,850.00

Reimbursable expenses not to exceed: \$ 4,465.00

#### **REMUNERATION**

We propose to perform Basic Services work described above based on a lump sum fee not to exceed **\$125,000.00** inclusive of all travel and reimbursable expenses.

Respectfully submitted,		
Lindsey Wingo		
studio <b>DRIFT</b>		
Accepted:	Date:	
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