



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Tuesday, June 19, 2018

4:30 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-18:030](#)

Minutes for the Public Services Committee meeting on March 20, 2018

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-18:090](#)

A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE
OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [PIZZA INN CONTRACT SSSBC](#)

[RES-18:091](#)

A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD
SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [FIRST COMMUNITY BANK](#)

[RES-18:092](#)

A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR
SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [JUNIOR AUXILIARY](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-18:030	Version:	1	Name:	Minutes for the Public Services Committee meeting on March 20, 2018
Type:	Minutes	Status:			To Be Introduced
File created:	3/21/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	Minutes for the Public Services Committee meeting on March 20, 2018				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes				

Date	Ver.	Action By	Action	Result
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Minutes for the Public Services Committee meeting on March 20, 2018



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Services Council Committee

Tuesday, March 20, 2018

4:30 PM

Municipal Center

Election of Chair

Councilmember Ann Williams nominated Chairmember Chris Gibson as Public Services Chair for 2018, seconded by Councilmember Bobby Long. All voted aye.

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 4 - Joe Hafner; Bobby Long; Chris Gibson and Ann Williams

Absent 1 - Charles Frierson

3. Approval of minutes

[MIN-17:143](#)

Minutes for the Public Services Committee meeting on December 19, 2017

Attachments: [Public Services Minutes 121917](#)

A motion was made by Councilperson Ann Williams, seconded by Councilperson Bobby Long, that this matter be Passed . The motion PASSED with the following vote.

Aye: 3 - Joe Hafner; Bobby Long and Ann Williams

Absent: 1 - Charles Frierson

4. New Business

5. Pending Items

6. Other Business

Councilmember Joe Hafner said I saw the update in the paper regarding the Parks and Recreation Director position. It will be interesting to see how that works out. It seems like there is a lot of interest in the position, and I know Interim Parks and Recreation Director Danny Kapales has been working very hard in that position for the last couple of weeks. Chairmember Chris Gibson said I have had several phone calls of individuals who are interested in the position. Councilmember Hafner said it's going to be a very good position for someone to have whether that be Mr. Kapales or somebody else.

Councilmember Ann Williams said I would like, maybe at the next Public Services Committee meeting, to have a lay out of the long-term plan for Parks and Recreation, and the city, as far as the focus. People in the north and eastern part of the city have expressed to me that they think it's great that we have Craighead Forest Park. It's the jewel in our crown as far as our system, but they would like to see some sort of resources applied to other parts of the city, including a possible swim facility. I think there is some question as far as where in the future the city might want to put swim facilities. Councilmember Hafner said our next regularly scheduled meeting will be in June, so hopefully by then the Parks and Recreation Director will have time to work with the mayor and others to get his feet wet and get caught up to speed, and be able to give input on that situation.

Councilmember Bobby Long said I have asked several times about the lack of parks out by NEA Baptist and that seems to be a big growth area, but, in all actuality, it is severely underserved in parks. I believe this would go along with the sidewalk ordinance and I think it would be great to have a Parks and Recreation plan that includes some sort of connectivity to where residential neighborhoods could access parks easily and effectively. They don't have to be big, about three to five acres. I even sent Mayor Perrin some suggestions on park design that would include amphitheaters, a couple of pavilions and maybe a bicycle rest station on three to five acres of land. It wouldn't take a whole lot and it would be less maintenance, but we could have pocket parks in different areas of our city, because right now, if you live out by NEA Baptist, there is nowhere to go. There is absolutely nothing out there. So, I totally agree and would like to see some sort of plan to where we could identify pockets parks in some of those underserved areas. It wouldn't cost a lot to do, low maintenance, but it would be something where families and others could get to and jog if they wanted to, picnic and do community events out there for that specific area and I think that would be wonderful. Chairmember Gibson said I agree.

Councilmember Williams said the person who brought this up to me is actually in your ward, so it's the area you were talking about that they were expressing a desire to have something in terms of a park. Because, quite frankly, Joe Mack Campbell is not terribly accessible to people in some parts of the city. Councilmember Long said it is not. Councilmember Williams if we're talking about a swim facility there, quite frankly, that is not accessible for the people in the north and eastern part of the city.

Councilmember Hafner said back when I was on the YMCA Board and we were looking at things we could do as far as for the city and the pool that the city now owns. I think at that time, and this may have been 10 years ago, a city our size should have at least three pools. Councilmember Williams said they say one for every 25,000 people. Councilmember Hafner said that's probably about where we are. Councilmember Williams said we are close to that point. Councilmember Hafner said they don't have to be aquatic centers, just pools.

Councilmember Long said even some of the smaller cities have outdoor pools. They don't have to be covered. I think we could put those in, and if not even that, at least splash parks out there would be great. I am in total agreement with that. I have been told we've been looking for land out there and apparently, that has been a hold up, just the availability of land. I think if we really set our mind to it, we could find something. I am all for Craighead Forest and expanding that, but still, let's take a look at some of these other areas where the growth is phenomenal, but there's absolutely nothing to do outside without having to drive all the way across town. I can get to Paragould before I can get to the other side of town. Councilmember Williams said exactly.

Jonesboro Economical Transportation System Transit Director Michael Black said we looked at numbers recently and we are just a little over what we were last year as far as ridership. We did finish 2017 at over 132,000 trips. Chairmember Chris Gibson asked what is the total was as compared to the year prior. Mr. Black said I don't have the exact totals on the year prior, but we were 18.7% above what we did in 2016. Right now, we are 1.7% above what we did the same time last year. So, we are continuing to grow. On April 7, we will begin our Saturday service. I have the routes finalized and the timing set. I am going to get all the information put together, and get with Director of Communications Bill Campbell and get it on the city website. We will get maps printed up to put at the transfer station and shelters around town. Through the Communications Department, we are going to put a big blast out that we will begin Saturday routes on April 7. We will initially start with a 9 a.m. to 4 p.m. service and work from there. Chairmember Gibson asked if there was any anticipation of ridership on Saturdays. I know we have had some demand. Mr. Black said I believe if we get word out then Saturdays will start out strong and begin to get stronger throughout the year. Also, with the City Council's approval and allowing me to bring on four more full-time employees, I have been able to reduce my need for part-time. I have it fixed now to where I have an A.M. shift and P.M. shift for my fixed route, and probably in May, we are going to extend by one hour, so we will go out of service at 7:30 p.m. instead of 6:30 p.m. Chairmember Gibson asked if this would start May 1? Mr. Black said I haven't actually put an exact date to it. We are taking this in increments. We have just now started our new employee schedule. We are utilizing a little bit of the overlap right now for training. When my full-time folks were there from four days a week, ten hours a day, training was an all-day adventure. Now, with this little overlap, we're doing some heavy-duty training for probably the next three weeks, and then we will make that move. We will do the same thing through the Communications Department to get that information out to residents.

I did get final okay from the Arkansas Department of Transportation (ArDOT) on a contract with a transit development company called Alliance and I'm going to get with City Attorney Carol Duncan to help me get a resolution together to get that in front of the Council to begin our 10-year transit study by the next meeting. Chairmember Gibson said very good.

7. Public Comments

8. Adjournment

A motion was made by Councilperson Bobby Long, seconded by Councilperson Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 3 - Joe Hafner; Bobby Long and Ann Williams

Absent: 1 - Charles Frierson

Note

Meeting went into Recess

Note

Meeting Reconvened



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-18:090	Version:	1	Name:	CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	PIZZA INN CONTRACT SSSBC				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Pizza Inn is seeking sponsorship recognition on one outfield sign at The Southside Softball Complex; and

WHEREAS, Pizza Inn is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Pizza Inn for the sponsorship of one outfield sign at The Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Pizza Inn** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **May, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2018**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2019**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

(4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

BY: **Pizza Inn**

Name: Brian Clewley

Signature: Brian Clewley

Title: _____

Date: 05/05/2018

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:091	Version:	1	Name:	CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	FIRST COMMUNITY BANK				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains The Southside Softball Complex located at 2301 Stadium Blvd;

WHEREAS, First Community Bank is seeking sponsorship recognition on one outfield sign at The Southside Softball Complex; and

WHEREAS, First Community Bank is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with First Community Bank for the sponsorship of one outfield sign at The Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **First Community Bank** (SPONSOR) and the City of Jonesboro (CITY), on this **1st** Day of **April 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **April 1st, 2018**.
A sum of **\$300.00** shall be paid on **April 1st, 2019**.
A sum of **\$300.00** shall be paid on **April 1st, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

BY: **First Community Bank**

Name: Allen Williams

Signature: 

Address: 630 Southwest Drive

Title: Community President

Date: 04/05/18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:092	Version:	1	Name:	CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:			To Be Introduced
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	JUNIOR AUXILIARY				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Junior Auxiliary of Jonesboro is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, Junior Auxiliary of Jonesboro is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Junior Auxiliary of Jonesboro for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A
ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Junior Auxiliary of Jonesboro (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 1st day of April 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.

- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.

A sum of **\$300.00** shall be paid on **April 1st, 2018**

A sum of **\$300.00** shall be paid on **April 1st, 2019**.

A sum of **\$300.00** shall be paid on **April 1st, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

(4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

BY: **Junior Auxiliary of Jonesboro**

Name: Kristy McDaniel

Signature: Kristy McDaniel

Address: PO Box 878 Jonesboro 72403

Title: President

Date: 4/6/18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC