



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Monday, September 12, 2011

4:00 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-11:068](#) Minutes for the Public Services Committee meeting on August 8, 2011

Attachments: [Minutes](#)

[MIN-11:069](#) Minutes for the special called Public Services Committee meeting on August 16, 2011

Attachments: [Minutes](#)

[MIN-11:075](#) Minutes for the special called Public Services meeting on September 6, 2011

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-11:147](#) A RESOLUTION TO REQUEST FREE UTILITIES AT CITY WATER & LIGHT PARK

[RES-11:150](#) A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Quality Farm](#)

[RES-11:151](#) A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Auto Auction](#)

[RES-11:155](#) A RESOLUTION TO CONTRACT WITH CARTER'S CORNER FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Carter's Corner](#)

RES-11:156 A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Mr. Trophy & Engraving](#)

RES-11:157 A RESOLUTION TO CONTRACT WITH BONO LOCO FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Bono Loco](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:068 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 8/9/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Services Committee meeting on August 8, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Services Committee meeting on August 8, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Monday, August 8, 2011

4:00 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 4 - Charles Frierson; Ann Williams; Chris Gibson and Rennell Woods

Absent 1 - Tim McCall

Election of a chair

2. Approval of minutes

MIN-11:050 Minutes for the Public Services meeting on June 13, 2011

Attachments: [Minutes](#)

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

Aye: 3 - Ann Williams; Chris Gibson and Rennell Woods

Absent: 1 - Tim McCall

3. New Business

Resolutions To Be Introduced

RES-11:130 A RESOLUTION TO CONTRACT WITH SUDDEN LINK COMMUNICATIONS FOR SPONSORSHIP OF BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Assistant Parks Director Wixson Huffstetler stated this renews the contract for 5 years.

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Ann Williams; Chris Gibson and Rennell Woods

Absent: 1 - Tim McCall

4. Pending Items

5. Other Business

Discussion concerning whether the Public Service Committee is needed

Chairman Charles Frierson inquired if the Council needs a Public Services Committee. He added some of the items could go to the Finance Committee or the Public Works Committee.

Councilman Rennell Woods asked if the City is required by law to have the Public Services Committee. Mayor Perrin answered no because the Council set up which committees they wanted according to what kind of business the City handles. He noted anything that affects the citizens should come through this committee.

Southside Ballpark improvements

Mayor Perrin stated the City has applied for a Parks & Tourism grant for improvements at the Southside Ballpark. He discussed various improvements at the ballpark. He explained Mr. Huffstetler and Ms. Sharron Turman met with the Department of Human Services Board of Directors last week and was able to get the City's lease for the ballpark extended an additional 50 years.

He further explained the City has applied for a grant that will help purchase playground equipment and build a miracle field for the handicapped, which would be located next to the Children's Colony. He noted the cost of the miracle field would be approximately \$300,000. He added the Children's Colony would be allowed to use this every day for their exercise program. He stated the City will also be able to hold state ball tournaments there, which would be only the second one in the state at that caliber.

New possible JETS grants & projects

Mayor Perrin explained the City has also applied for a grant for the fire station located on Matthews Avenue. He added if the grant is approved the City could receive \$2.2 million from the AHTD to build a transfer station for JETS at the Matthews Avenue location. He noted the balance of the money would allow for the City to build sidewalks to the JETS rider shelters. He then asked if the City would only have 5 years to use the money. JETS Director Steve Ewart answered it is not specific but generally that is the amount of time allowed.

Mr. Ewart discussed a new possible VA grant and various projects it would allow JETS to do.

City of Distinction for Workforce Training award

Mayor Perrin explained the City won the City of Distinction for Workforce Training award from the Arkansas Business & Economic Development. He added this will help the Chamber of Commerce recruit new industry to the City. He stated within the next few weeks any City employee will be able to train online from their workstation for various software.

6. Public Comments

7. Adjournment

With no further business, Chairman Frierson adjourned the meeting.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:069 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 8/17/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Services Committee meeting on August 16, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title

Minutes for the special called Public Services Committee meeting on August 16, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Tuesday, August 16, 2011

6:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

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

Absent 1 - Chris Gibson

2. New Business

Resolutions To Be Introduced

RES-11:138

A RESOLUTION TO PARTICIPATE UNDER THE 2012 ARKANSAS DEPARTMENT OF PARKS AND TOURISM'S OUTDOOR RECREATION GRANT PROGRAM

Sponsors: Grants

Chairman Frierson noted this is a 50/50 matching grant that will be used for Southside ballpark and Craighead Forest Park.

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

Aye: 4 - Ann Williams; Chris Gibson; Rennell Woods and Tim McCall

3. Adjournment

With no further business, Chairman Frierson adjourned the meeting.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:075 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/7/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Services meeting on September 6, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the special called Public Services meeting on September 6, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Tuesday, September 6, 2011

6:05 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also attendance.

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

2. New Business

Resolutions To Be Introduced

RES-11:141 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH PILGREEN ELECTRIC INC. FOR THE JOE MACK CAMPBELL PARK REMOTE CONTROL ENERGY EFFICIENT LIGHTING PROJECT - BID. 2011-17

Sponsors: Parks & Recreation

Attachments: [Pilgreen Electric Contract](#)

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - Ann Williams; Chris Gibson; Rennell Woods and Tim McCall

RES-11:148 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE SOLE SOURCE BID AND ENTER INTO A CONTRACT WITH VERMONT SYSTEMS FOR THE JOE MACK CAMPBELL PARK REMOTE CONTROL ENERGY EFFICIENT LIGHTING PROJECT

Sponsors: Parks & Recreation

Attachments: [Vermont Systems Interface Contract](#)

Chairman Frierson asked what the difference is between RES-11:141 and this resolution. Assistant Parks Director Wixson Huffstetler explained this resolution is for the software and RES-11:141 is for the hardware for the lighting.

Councilwoman Ann Williams asked if these are funded 100% by grants. Mr. Huffstetler answered yes.

A motion was made by Councilman Chris Gibson, seconded by Councilman Tim McCall, that this matter be Recommended to Council . The motion PASSED

by a unanimous vote

Aye: 4 - Ann Williams;Chris Gibson;Rennell Woods and Tim McCall

3. Adjournment

With no further business, Chairman Frierson adjourned the meeting.



Legislation Details (With Text)

File #: RES-11:147 **Version:** 1 **Name:** Free utilities from CWL
Type: Resolution **Status:** To Be Introduced
File created: 8/17/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO REQUEST FREE UTILITIES AT CITY WATER & LIGHT PARK
Sponsors:
Indexes: Utility service from CWL
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO REQUEST FREE UTILITIES AT CITY WATER & LIGHT PARK
body
WHEREAS, the City of Jonesboro owns and maintains a playground and multi-purpose fields at City Water & Light Park.

WHEREAS, the City of Jonesboro is requesting the City, Water and Light Plant of Jonesboro provide utility service for the Park located at 737 W. Cherry Ave.

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

SECTION 1: That the City, Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the City Water & Light Park at 737 W. Cherry Ave.

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



Legislation Details (With Text)

File #: RES-11:150 **Version:** 1 **Name:** Contract with Quality Farm Supply for field sponsorship at Southside Complex
Type: Resolution **Status:** To Be Introduced
File created: 8/18/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Sponsors: Parks & Recreation
Indexes: Contract
Code sections:
Attachments: [Quality Farm](#)

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Quality Farm Supply is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Quality Farm Supply is sponsoring the outfield sign for the sum of \$300.00 per year 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 Quality Farm Supply for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Quality Farm Supply** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **06th** Day of **September, 2011** (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 **October 6, 2011**.
A sum of **\$300.00** shall be paid on **October 6, 2012**.
A sum of **\$300.00** shall be paid on **October 6, 2013**.

- (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 that the CITY 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: **QUALITY FARM SUPPLY**

Name: Porter Hurt

Title: Owner

Date: 18 Aug '11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-11:151	Version:	1	Name:	Contract with Jonesboro Auto Auction for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	8/22/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Auto Auction				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Jonesboro Auto Auction, LLC is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Jonesboro Auto Auction, LLC is sponsoring the outfield sign for the sum of \$300.00 per year 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 Jonesboro Auto Auction, LLC for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Jonesboro Auto Auction, LLC (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 06th Day of September, 2011 (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 **October 6, 2011**.
A sum of **\$300.00** shall be paid on **October 6, 2012**.
A sum of **\$300.00** shall be paid on **October 6, 2013**.

- (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 that the CITY 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: **JONESBORO AUTO AUCTION, LLC**

Name: *[Signature]*

Title: *Managing Member*

Date: *8-22-11*

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-11:155	Version:	1	Name:	Contract with Carter's Corner for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	8/24/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH CARTER'S CORNER FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Carter's Corner				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH CARTER'S CORNER FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Carter's Corner is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Carter's Corner is sponsoring the outfield sign for the sum of \$300.00 per year 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 Carter's Corner for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Carter's Corner (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 06th Day of September, 2011 (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 **October 6, 2011**.
 - A sum of **\$300.00** shall be paid on **October 6, 2012**.
 - A sum of **\$300.00** shall be paid on **October 6, 2013**.

- (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: **Carter's Corner**
Name: Karen Carter
Title: Pres.
Date: 8.23.2011

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-11:156	Version:	1	Name:	Contract with Mr. Trophy for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	8/25/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Mr. Trophy & Engraving				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

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

WHEREAS, Mr. Trophy & Engraving is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Mr. Trophy & Engraving is sponsoring the outfield sign for the sum of \$300.00 per year 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 Mr. Trophy & Engraving for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Mr. Trophy & Engraving** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 06th Day of **September, 2011** (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 **October 6, 2011**.
 - A sum of **\$300.00** shall be paid on **October 6, 2012**.
 - A sum of **\$300.00** shall be paid on **October 6, 2013**.

- (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 forth below.

BY: **Mr. Trophy & Engraving**

Name: 

Title: owner

Date: 8-24-11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-11:157	Version:	1	Name:	Contract with Bono Loco for sign sponsorship at Joe Mack Campbell Park
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	8/25/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH BONO LOCO FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Bono Loco				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH BONO LOCO FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

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

WHEREAS, Bono Loco is seeking sponsorship recognition on one concession stand sign at Joe Mack Campbell Park; and

WHEREAS, Bono Loco is sponsoring the concession stand sign for the sum of \$1,000 for a period of 1 year;

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 Bono Loco for the sponsorship of one concession stand sign at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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

EXHIBIT A
ADVERTISING AGREEMENT
FOR CONCESSION STANDS LOCATED AT
JOE MACK CAMPBELL PARK

This agreement is made by and between **Bono Loco** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **20th** Day of **September, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to advertising on the concession stands 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 **one year** commencing on the Effective Date and ending at midnight on the first 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 name shall be put on a sign to be erected at the concession stand at the FACILITY for a period of **one year** at the price of **\$1,000.00 per sign**.
- (2) It is agreed between the CITY and the SPONSOR that the sign size shall be 36 x 72 and the CITY will be responsible for the maintenance and upkeep of the sign. In addition CITY will pay for the sign including any graphics on the sign. However, it shall be the responsibility of the SPONSOR to bear any expense should changes be requested to the sign during the term of this agreement.

- (3) It is 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.

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

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

By: **Bono Loco**

Name: Brad Cling

Title: Co-owner

Date: 8-22-11

CITY OF JONESBORO

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC