



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Monday, January 9, 2012

4:00 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-11:099](#) Minutes for the Public Services meeting on November 14, 2011

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-11:222](#) A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Adams and Cooper Plumbing](#)

[RES-11:223](#) A RESOLUTION TO CONTRACT WITH HOLIDAY INN FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Holiday Inn](#)

[RES-11:225](#) A RESOLUTION TO CONTRACT WITH ARKANSAS POLICE SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Arkansas Police Supply](#)

[RES-11:226](#) A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Dairy Queen](#)

[RES-11:227](#) A RESOLUTION TO CONTRACT WITH COMFORT SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Comfort Suites](#)

RES-11:232 A RESOLUTION TO CONTRACT WITH J.K. PRODUCTS INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [J.K. Products](#)

RES-11:233 A RESOLUTION TO CONTRACT WITH HAYS FOOD TOWN INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Hays Food Town Inc.](#)

RES-11:234 A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Bancorp South](#)

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-11:099 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/14/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Services meeting on November 14, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
Minutes for the Public Services meeting on November 14, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Monday, November 14, 2011

4:00 PM

Huntington Building

1. Call To Order

Mayor Perrin was unable to attend.

Present 3 - Charles Frierson; Ann Williams and Chris Gibson

Absent 2 - Rennell Woods and Tim McCall

2. Approval of minutes

MIN-11:088 Minutes for the Public Services Committee meeting on October 10, 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: 2 - Ann Williams and Chris Gibson

Absent: 2 - Rennell Woods and Tim McCall

3. New Business

Resolutions To Be Introduced

RES-11:195 A RESOLUTION AUTHORIZING A LEASE EXTENSION ON SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Mayor's Office

Attachments: [Lease Extension](#)

Assistant Parks Director Wixson Huffstetler explained this is a new lease extension. He added the City currently has a lease that will expire in 2027. He also explained the City has applied for a grant worth \$500,000 to make improvements to Southside Ballpark. He stated for the City to be able to apply for grants they have to a 50 year lease and this lease will expire in 2067. He further added the lease was extended with stipulations that improvements be made to the ballpark and a Miracle Field be built within 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: 2 - Ann Williams and Chris Gibson

Absent: 2 - Rennell Woods and Tim McCall

RES-11:197 A RESOLUTION TO ENTER INTO CONTRACT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT

Sponsors: Grants

Attachments: [Rec Trails Job 100757 MOU](#)

Mr. Huffstetler stated this is for Section 6 of the Greenway and is approximately 950 feet. He added it will connect with Section 5 to Nettleton Avenue. He noted this is an 80/20 match grant.

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: 2 - Ann Williams and Chris Gibson

Absent: 2 - Rennell Woods and Tim McCall

RES-11:199 A RESOLUTION TO CONTRACT WITH UNILEVER FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Unilever](#)

Mr. Huffstetler noted this contract is for \$12,500 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: 2 - Ann Williams and Chris Gibson

Absent: 2 - Rennell Woods and Tim McCall

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment

With no further business, Chairman Frierson adjourned the meeting.



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|--|
| File #: | RES-11:222 | Version: | 1 | Name: | Contract with Adams & Cooper Plumbing for sign sponsorship at Southside Softball Complex |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/12/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Adams and Cooper Plumbing | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
A RESOLUTION TO CONTRACT WITH ADAMS AND COOPER PLUMBING 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, Adams and Cooper Plumbing is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Adams and Cooper Plumbing 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 Adams and Cooper Plumbing 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 Adams & Cooper Plumbing (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **Adams & Cooper Plumbing**

Name: Christy Harris

Title: VICE President

Date: 12-12-11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|--|
| File #: | RES-11:223 | Version: | 1 | Name: | Contract with Holiday Inn for sign sponsorship at Southside Softball Complex |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/12/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH HOLIDAY INN FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Holiday Inn | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title

A RESOLUTION TO CONTRACT WITH HOLIDAY INN 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, Holiday Inn is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Holiday Inn 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 Holiday Inn 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 **Holiday Inn** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **17th** Day of **January, 2012** (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 **February 1st, 2012**.
A sum of **\$300.00** shall be paid on **February 1st, 2013**.
A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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.

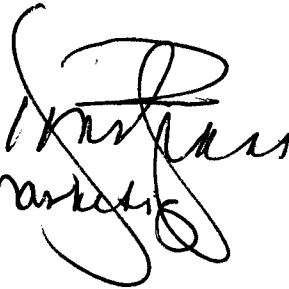
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **Holiday Inn**

Name: Don Peneziani

Title: Director of Sales & Marketing

Date: 12/16/11



CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | RES-11:225 | Version: | 1 | Name: | Contract with Arkansas State Police for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/15/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH ARKANSAS POLICE SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Arkansas Police Supply | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
A RESOLUTION TO CONTRACT WITH ARKANSAS POLICE 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, Arkansas Police Supply is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Arkansas Police 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 Arkansas Police 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 Arkansas Police Supply (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **Arkansas Police Supply**

Name: Boody Jackson

Title: Owner

Date: 12-13-11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------------|---|
| File #: | RES-11:226 | Version: | 1 | Name: | Contract with Dairy Queen for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/15/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | | |
| Title: | A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Dairy Queen | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
A RESOLUTION TO CONTRACT WITH DAIRY QUEEN 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, Dairy Queen is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Dairy Queen 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 Dairy Queen 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 Dairy Queen (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
A sum of **\$300.00** shall be paid on **February 1st, 2013**.
A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **Dairy Queen**
Name: Kalpesh Do
Title: owner
Date: 12-7-11

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------------|--|
| File #: | RES-11:227 | Version: | 1 | Name: | Contract with Comfort Suites for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/15/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | | |
| Title: | A RESOLUTION TO CONTRACT WITH COMFORT SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Comfort Suites | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title

A RESOLUTION TO CONTRACT WITH COMFORT SUITES 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, Comfort Suites is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Comfort Suites 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 Comfort Suites 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 Comfort Suites (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
A sum of **\$300.00** shall be paid on **February 1st, 2013**.
A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **Comfort Suites**
Name: Kalpesh Das
Title: owner
Date: 12-7-11

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | RES-11:232 | Version: | 1 | Name: | Contract with JK Products for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/22/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH J.K. PRODUCTS INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | J.K. Products | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
A RESOLUTION TO CONTRACT WITH J.K. PRODUCTS INC. 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, J.K. Products Inc. is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, J.K. Products Inc. 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 J.K. Products Inc. 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 **J.K. Products, Inc.** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **17th** Day of **January, 2012** (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **J.K. Products & Services, Inc**

Name: Sam D. B...

Title: Mgr - HR

Date: 12/20/11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | RES-11:233 | Version: | 1 | Name: | Contract with Hays for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/30/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH HAYS FOOD TOWN INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Hays Food Town Inc. | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title

A RESOLUTION TO CONTRACT WITH HAYS FOOD TOWN INC. 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, Hays Food Town Inc. is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Hays Food Town Inc. 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 Hays Food Town Inc. 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 **Hays Food Town, Inc.** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **17th** Day of **January, 2012** (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: **Hays Food Town, Inc.**
Name: Michael King
Title: PRESIDENT
Date: 12-14-11

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|---|
| File #: | RES-11:234 | Version: | 1 | Name: | Contract with Bancorp South for signage at Southside Softball |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/30/2011 | In control: | | In control: | Public Services Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX | | | | |
| Sponsors: | Parks & Recreation | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Bancorp South | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

title
A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Bancorp South is seeking sponsorship recognition on one scoreboard sign at Southside Softball Complex; and

WHEREAS, Bancorp South is sponsoring the one score board sign for the sum of \$500 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 Bancorp South for the sponsorship of one scoreboard 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 SCORE BOARD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **BancorpSouth** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **17th** Day of **January, 2012** (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 score board 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 one 20" X 7' score board 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 **\$1500.00**.
 - A sum of **\$500.00** shall be paid on **February 1st, 2012**.
 - A sum of **\$500.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$500.00** shall be paid on **February 1st, 2014**.

- (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 year** 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 20" x 7' 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: **BancorpSouth**

Name: *Donna Jackson*

Title: PRESIDENT

Date: 12/21/11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC