



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Services Council Committee

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Monday, February 7, 2011

4:00 PM

Huntington Building

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### 1. Call To Order

Election of a chairman

### 2. Approval of minutes

**MIN-11:004** Minutes for the special called Public Services Committee meeting on January 11, 2011

**Attachments:** [Minutes](#)

### 3. New Business

#### *Resolutions To Be Introduced*

**RES-11:003** A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Ritter Communications](#)

**RES-11:006** A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [NEA Baptist Contract](#)

### 4. Pending Items

### 5. Other Business

### 6. Public Comments

### 7. Adjournment



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-11:004    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 1/12/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Public Services Committee meeting on January 11, 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 January 11, 2011



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Services Council Committee

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Tuesday, January 11, 2011

4:00 PM

Huntington Building

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### Special Called Meeting

#### 1. Call To Order

*Mayor Perrin was unable to attend the meeting.*

**Present** 4 - Charles Frierson; Ann Williams; Chris Gibson and Tim McCall

**Absent** 1 - Rennell Woods

#### 2. Approval of Minutes

**MIN-10:114** Minutes for the Public Service Committee meeting on December 13, 2010

**Attachments:** [Minutes](#)

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

**Aye:** 3 - Ann Williams; Chris Gibson and Tim McCall

**Absent:** 1 - Rennell Woods

**MIN-10:116** Minutes for the Special Called Public Services Committee meeting on December 20, 2010

**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 Tim McCall

**Absent:** 1 - Rennell Woods

#### 3. New Business

##### *Resolutions To Be Introduced*

**RES-10:186** A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Arkansas State University](#)

*Parks Director Jeff Owens explained this contract is for \$12,500 for 5 years and is a new contract. He added the City Attorney suggested that new contracts be for 5 years.*

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

**Aye:** 3 - Ann Williams;Chris Gibson and Tim McCall

**Absent:** 1 - Rennell Woods

**RES-10:187**

A RESOLUTION TO CONTRACT WITH FOWLER FOODS INC. - TACO BELL / KENTUCKY FRIED CHICKEN FOR SPONSORSHIP OF A SOCCER FIELD AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Fowler Foods Sponsorship Contract](#)

*Mr. Owens stated this contract is for \$25,000 for 10 years. He noted this contract is an existing contract and that is why it is for 10 years.*

*Chairman Frierson asked if these are the last two contracts. Mr. Owens answered there are five fields still available. He explained NEA Baptist has not returned their contract.*

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

**Aye:** 3 - Ann Williams;Chris Gibson and Tim McCall

**Absent:** 1 - Rennell Woods

**4. Adjournment**

**With no further business, Chairman Frierson adjourned the meeting.**



## Legislation Details (With Text)

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**File #:** RES-11:003    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 1/25/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK  
**Sponsors:** Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ritter Communications](#)

Date	Ver.	Action By	Action	Result
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title  
A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

body  
WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;  
WHEREAS, Ritter Communications is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;  
WHEREAS, Ritter Communications is sponsoring the field for the sum of \$5,000 for a period of 5 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 Ritter Communications for the sponsorship of a field 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.

PASSED AND ADOPTED THIS 15th day of February, 2011.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Ritter Communications** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **March, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "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 sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the fifth (5th) anniversary thereof.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of five years.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of 5 years for the erected sign and sponsorship the total sum of **\$5,000**.
  - A sum of **\$1000** shall be paid on **March 1, 2011**.
  - A sum of **\$1000** shall be paid on **March 1, 2012**.
  - A sum of **\$1000** shall be paid on **March 1, 2013**.

A sum of **\$1000** shall be paid on **March 1, 2014.**

A sum of **\$1000** shall be paid on **March 1, 2015.**

- 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 five 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 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

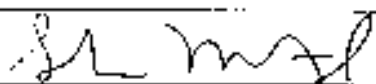
This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is 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, AR.
- 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:   
Name: Shanna M French  
Title: VP, Business Services Division  
Date: 1/24/2011

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

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**File #:** RES-11:006    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 1/26/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK  
**Sponsors:** Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [NEA Baptist Contract](#)

Date	Ver.	Action By	Action	Result
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title  
A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

body  
WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;  
WHEREAS, NEA Baptist Clinic is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;  
WHEREAS, NEA Baptist Clinic is sponsoring the field for the sum of \$12,500 for a period of 5 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 NEA Baptist Clinic for the sponsorship of a field 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

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **NEA Baptist Clinic** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **March, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "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 sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (**5**) years commencing on the Effective Date and ending at midnight on the fifth (**5th**) anniversary thereof.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.  
A sum of **\$2,500** shall be paid on **March 1, 2011**.  
A sum of **\$2,500** shall be paid on **March 1, 2012**.  
A sum of **\$2,500** shall be paid on **March 1, 2013**.

A sum of \$2,500 shall be paid on March 1, 2014.

A sum of \$2,500 shall be paid on March 1, 2015.

- 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 five 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 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

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

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is 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, AR.
- 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: Darrell King  
Name: Darrell King  
Title: CEO  
Date: 1/20/11

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC