



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-154-2018

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**File Number: RES-18:147**

**Enactment Number: R-EN-154-2018**

A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN  
INDEMNIFICATION AGREEMENT WITH OUTDOOR LIGHTING PERSPECTIVES

WHEREAS, Outdoor Lighting Perspectives wishes to install and maintain lighting in the City right of way

WHEREAS, the City of Jonesboro wishes to enter into an agreement with Outdoor Lighting Perspectives to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro for any damages as a result of the subject lighting in the City right of way on Main Street from Washington Avenue to Burke/Cate Avenue.

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

Section 1: The City of Jonesboro shall enter into an agreement with Outdoor Lighting Perspectives to indemnify the City of Jonesboro from and against any claims against the City of Jonesboro for any damages resulting from the subject lighting being placed in the City right of way Main Street and Washington Avenue to Burke/Cate Avenue.

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

PASSED AND APPROVED this 8th day of November, 2018.

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

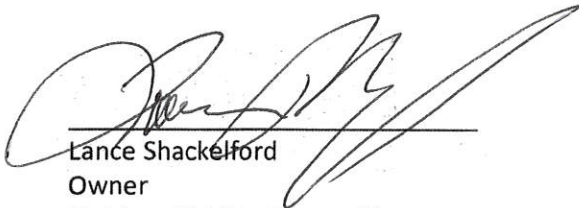
**Indemnification Agreement**

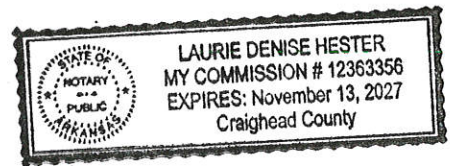
Now comes Outdoor Lighting Perspectives through its Owners, Lance Shackelford who appears herein to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro from any damages resulting from the lighting being placed in the City right of way on Main Street from Washington Avenue to Burke/Cate Avenue

The lighting installed herein shall be maintained by Outdoor Lighting Perspectives, and any subsequent business owners until such time that the improvements are not longer needed and have been permanently removed to the City of Jonesboro's satisfaction.

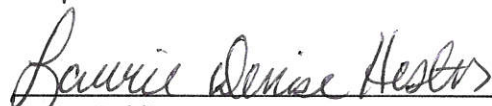
The City of Jonesboro may remove the improvements at any time if said improvements are not being adequately maintained, or at any other time it is determined to be necessary, and Outdoor Lighting Perspectives and/or any subsequent owner shall received no compensation for such removal.

The City of Jonesboro shall not be responsible for the improvements or any damages to the improvements caused by itself or any third party. Outdoor Lighting Perspectives and/or any subsequent owner shall be solely responsible for the improvements and any damage to such improvements.

  
\_\_\_\_\_  
Lance Shackelford  
Owner  
Outdoor Lighting Perspectives



Sworn to and subscribed before me on this 13<sup>th</sup> day of September, 2018.

  
\_\_\_\_\_  
Notary Public



Shelter Mutual Insurance Company  
 1817 W Broadway  
 Columbia, MO 65218  
 1-800-SHELTER (743-5837)

\*\*\*MANUAL DEC\*\*\*

### General Liability Insurance Policy Declarations

**Named Insured:**

OUTDOOR LIGHTING PERSPECTIVES OF NEA LLC  
 3100 BARRINGTON CIR  
 JONESBORO AR 72404-9511

**Policy Number:** 03-31-6979389-2  
**Effective Date:** 05/18/2018 (12:01 A.M. CST)  
**Expiration Date:** 05/18/2019 (12:01 A.M. CST)

**Agent:** BLAKE ROGERS INS AGENCY INC  
 03-C969-71  
 1404 MARKETPLACE  
 JONESBORO AR 72401  
 870-972-4707

These **Declarations** are part of your policy and replace all prior **Declarations**.

**Business of the Named Insured:** INSTALL OUTDOOR LOW  
 VOLTAGE LIGHTING

**The Named Insured is a(n):** Corporation

**Audit Period:** Annually

#### Limits of Insurance

General Aggregate (Other Than Products – Completed Operations)	\$4,000,000	
Products – Completed Operations Aggregate Limit (See Each Classification Below)	\$4,000,000	
Personal And Advertising Injury Limit	\$2,000,000	
Each Occurrence Limit	\$2,000,000	
Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person

Description of Hazards	Premium Bases	Rates (Annual)	Advance Premium
PREMISES & OPERATIONS- 92451 ELECTRICAL APPARATUS – INSTALLATION, SERVICING OR REPAIR – NOC ITEM ZIP CODE: 72404	PAYROLL PER \$1000 \$36,480	7.121	\$260.00
PRODUCTS – COMPLETED OPERATIONS- 92451 ELECTRICAL APPARATUS – INSTALLATION, SERVICING OR REPAIR – NOC ITEM ZIP CODE: 72404	PAYROLL PER \$1000 \$36,480	2.268	\$83.00
PREMISES & OPERATIONS- 88801 PREMIUM CHARGE FOR REINSURANCE OF \$1,500,000 OCCURRENCE, EXCESS OF \$500,000 OCCURRENCE. ITEM ZIP CODE: 72404 3100 BARRINGTON CIR JONESBORO AR			\$1,875.00

Premium Adjusting Endorsements	Limits	Deductible	Number	Premium
Pollution Liability Coverage	\$100,000		G-146-G	\$34.00

**Total for Term (This is Not a Bill):** \$2,252.00

Policy forms and additional endorsements attached to this policy	Number
Commercial General Liability Coverage Form	CG 00 01 04 13
Arkansas Changes	CG 01 42 07 11



Policy forms and additional endorsements attached to this policy	Number
Fungi or Bacteria Exclusion	CG 21 67 12 04
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Arkansas Changes – Cancellation and Nonrenewal	IL 02 31 09 08
Amendatory Endorsement – When We Do Not Renew	CG 02 23 11 90
Excl Damage to Work by Subcontr on Your Behalf	CG 22 94 10 01
Asbestos Exclusion	B-559-B
Lead Poisoning Exclusion Endorsement	B-601-B
Exclusion – Access or Disclosure of Information	CG 21 07 05 14
Exclusion – Unmanned Aircraft	CG 21 09 06 15
Employment – Related Practices Exclusion	CG 21 47 12 07
Arkansas Changes – Non-Binding Arbitration	CG 26 44 12 04
Arkansas Changes – Transfer Rights of Recovery	IL 01 99 09 08
Mutual Policy Notification	S-18-S
Total Pollution	CG 21 49 09 09

(For Office Use Only)

Transaction: RNEW B

H. O. CODE: 2,252.00

Policy ID: 93005612139

Policy Term: One Year

Date Issued: 04-13-2018

'05162017'

G-2.10-G

End of Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I –  
**Coverage A – Bodily Injury And Property Damage Liability** is  
replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory

requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



**SHELTER  
MUTUAL  
INSURANCE  
COMPANY**

UW



OUTDOOR LIGHTING PERSPECTIVES  
OF NEA LLC  
3100 BARRINGTON CIR  
JONESBORO AR 72404-9511

**Policy Number: 03-31-6979389-2**  
**Kind of Policy: General Liability**

**Important Messages**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy at no additional charge. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.

Under the formula, the United States Government generally reimburses a percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The US Government reimburses 85% through 2015, and starting January 1, 2016, the reimbursement percentage reduces each year as follows:

January 1, 2016	84%
January 1, 2017	83%
January 1, 2018	82%
January 1, 2019	81%
January 1, 2020	80%

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

B-729.2-B

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You now have the opportunity to reduce or stop receiving U.S. mail from Shelter. If you would like to learn more about this, simply visit ShelterInsurance.com. If you need help, please call 1-800-SHELTER (743-5837).

B-864.1-B

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**"PERSONAL SERVICE IS OUR POLICY"**

This policy is serviced by the SHELTER Agent whose name, address and phone number are conveniently shown on the Declarations. If you have any questions or need service, contact your SHELTER Agent.

The Home Office of the company issuing your policy is:  
SHELTER INSURANCE COMPANIES  
1817 West Broadway  
Columbia, MO 65218-0001  
(573) 445-8441

If we at Shelter Insurance Companies fail to provide you with reasonable and adequate service, you may feel free to contact:

Arkansas Insurance Department  
Consumer Service Division  
1200 West Third  
Little Rock, AR 72201  
(501) 371-2640  
(800) 852-5494

M-1053.3-M

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