



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Services Council Committee

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Monday, May 14, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

### 2. Approval of minutes

[MIN-12:032](#) Minutes for the Public Services Committee meeting on April 9, 2012

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

### 3. New Business

#### *Resolutions To Be Introduced*

[RES-12:069](#) A RESOLUTION TO CONTRACT WITH CHICK-FIL-A FOR SPONSORSHIP OF A  
OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Chick-fil-A](#)

[RES-12:070](#) A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF A  
CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Dairy Queen](#)

### 4. Pending Items

### 5. Other Business

### 6. Public Comments

### 7. Adjournment



## Legislation Details (With Text)

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**File #:** MIN-12:032    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 4/10/2012    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Services Committee meeting on April 9, 2012  
**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 April 9, 2012



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Services Council Committee

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Monday, April 9, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

*Mayor Perrin was also in attendance. Councilman McCall arrived at the meeting at 4:02 p.m.*

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

**Absent** 1 - Rennell Woods

### 2. Approval of minutes

**MIN-12:023** Minutes for the Public Services Committee meeting on March 12, 2012

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

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

**Aye:** 2 - Charles Frierson and Ann Williams

**Absent:** 2 - Rennell Woods and Tim McCall

### 3. New Business

**RES-12:051** A RESOLUTION TO ENTER INTO CONTRACT WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE IMPLEMENTATION OF JOB #100757, GREENWAY SECTION VI, AS A RECREATIONAL TRAIL DEVELOPMENT PROJECT

**Sponsors:** Grants and Parks & Recreation

**Attachments:** [Job #100757 Contract AHTD](#)

*Mayor Perrin explained this project will begin where the other phase ends on Matthews Avenue behind the Turtle Creek Mall. He added the City will resurface and widen Matthews Avenue sometime this year. He also stated the City was going to use the overpass at ASU, but the City will need to get with ASU to determine the width of the overpass. Parks Director Wixson Huffstetler explained he is waiting on CEA on a cost estimate. He added AHTD will not let the City use one of the bridges on Stadium and AHTD gave the City an abatement to skip one of the bridges because it is too steep and unsafe to use. He noted the estimated cost for the two bridges will be \$500,000. He added if ASU wants the trail to go through ASU then the City will need help to pay for it because the project will use a lot of the grant. Mayor Perrin stated it was his understanding that when this project started the trail would go through ASU, but now*

*the City can't use the Marion Berry overpass. Mr. Huffstetler explained the City can use the Marion Berry overpass, but this project is for the bridges on Stadium. Discussion was then held concerning the location of Phase 7.*

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

**Aye:** 3 - Charles Frierson;Ann Williams and Tim McCall

**Absent:** 1 - Rennell Woods

**ORD-12:022** AN ORDINANCE WAIVING BIDS AND AUTHORIZING A CONTRACT WITH AQUA CONSTRUCTION INTERNATIONAL

**Sponsors:** Mayor's Office

**Attachments:** [Contract with Aqua Construction](#)  
[Continuation Sheet](#)

*Mayor Perrin explained he met with the company who previously built the YMCA pool and some issues were brought up that the City was unaware of at the time of purchase. Discussion was then held concerning various items that need to be fixed at the YMCA. He noted some of the equipment from the Earl Bell Center will be used at the YMCA.*

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

**Aye:** 3 - Charles Frierson;Ann Williams and Tim McCall

**Absent:** 1 - Rennell Woods

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**

*With no further business, Councilman Gibson adjourned the meeting.*



## Legislation Details (With Text)

<b>File #:</b>	RES-12:069	<b>Version:</b>	2	<b>Name:</b>	Contract with Chick-Fil-A for sign sponsorship at Southside
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	5/9/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH CHICK-FIL-A FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Chick-fil-A</a>				

Date	Ver.	Action By	Action	Result
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title  
A RESOLUTION TO CONTRACT WITH CHICK-FIL-A 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, Chick-fil-A is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Chick-fil-A 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 Chick-fil-A 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 Chick-fil-A (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 10th Day of April, 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 **(3<sup>rd</sup>)** third anniversary thereof.

**II. Advertisement at Facilities**

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
  - A sum of **\$300.00** shall be paid on **May 1st, 2012**.
  - A sum of **\$300.00** shall be paid on **May 1st, 2013**.
  - A sum of **\$300.00** shall be paid on **May 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 3' x 8' 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: **Chick-fil-A**  
Name:   
Title: Owner/Operator  
Date: 4/30/12

CITY OF JONESBORO

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

ATTEST

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





## Legislation Details (With Text)

<b>File #:</b>	RES-12:070	<b>Version:</b>	1	<b>Name:</b>	Contract with Dairy Queen for Joe Mack Campbell sign sponsorship
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	5/9/2012	<b>In control:</b>		<b>In control:</b>	Public Services Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Dairy Queen</a>				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH DAIRY QUEEN 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, Dairy Queen is seeking sponsorship recognition on one concession stand sign at Joe Mack Campbell Park; and

WHEREAS, Dairy Queen 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 Dairy Queen 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 **Dairy Queen** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **June, 2012** (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) A sum of **\$1,000** shall be paid on **June 1, 2012**.
- (3) 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.

- (4) 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: Dairy Queen  
Name:   
Title: Manager  
Date: 5/9/12

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST

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