



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Services Council Committee

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Monday, November 14, 2011

4:00 PM

Huntington Building

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### 1. Call To Order

### 2. Approval of minutes

[MIN-11:088](#) Minutes for the Public Services Committee meeting on October 10, 2011

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

### 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](#)

[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](#)

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

**Sponsors:** Parks & Recreation

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

### 4. Pending Items

### 5. Other Business

### 6. Public Comments

### 7. Adjournment





## Legislation Details (With Text)

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**File #:** MIN-11:088    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 10/10/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Services Committee meeting on October 10, 2011  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the Public Services Committee meeting on October 10, 2011



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Services Council Committee

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Monday, October 10, 2011

4:00 PM

Huntington Building

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### 1. Call To Order

*Mayor Perrin was unable to attend.*

**Present** 3 - Charles Frierson; Chris Gibson and Tim McCall

**Absent** 2 - Ann Williams and Rennell Woods

### 2. Approval of minutes

**MIN-11:079** Minutes for the Public Services Committee meeting on September 12, 2011

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

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

**Aye:** 2 - Chris Gibson and Tim McCall

**Absent:** 2 - Ann Williams and Rennell Woods

**MIN-11:082** Minutes for the special called Public Services Committee meeting on September 20, 2011

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

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

**Aye:** 2 - Chris Gibson and Tim McCall

**Absent:** 2 - Ann Williams and Rennell Woods

### 3. New Business

#### *Resolutions To Be Introduced*

**RES-11:163** A RESOLUTION TO CONTRACT WITH TYRER DENTAL CARE FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:**     [Tyrer Dental Care](#)

*Chairman Frierson asked why the prices for the signs listed in this resolution, RES-11:176 and RES-11:178 are different. Assistant Parks Director Wixson Huffstetler answered the signs in the other resolutions are scoreboard signs that cost more because they are bigger.*

**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:** 2 - Chris Gibson and Tim McCall

**Absent:** 2 - Ann Williams and Rennell Woods

**RES-11:176**     A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:**     Parks & Recreation

**Attachments:**     [Regions Bank](#)

**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:** 2 - Chris Gibson and Tim McCall

**Absent:** 2 - Ann Williams and Rennell Woods

**RES-11:178**     A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF FIVE SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:**     Parks & Recreation

**Attachments:**     [Nea Baptist Clinic](#)

**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:** 2 - Chris Gibson and Tim McCall

**Absent:** 2 - Ann Williams and Rennell Woods

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**

With no further business, Chairman Frierson adjourned the meeting.



## Legislation Details (With Text)

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**File #:** RES-11:195    **Version:** 1    **Name:** Lease extension for Southside  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 10/27/2011    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION AUTHORIZING A LEASE EXTENSION ON SOUTHSIDE SOFTBALL COMPLEX  
**Sponsors:** Mayor's Office  
**Indexes:** Contract, Lease  
**Code sections:**  
**Attachments:** [Lease Extension](#)

Date	Ver.	Action By	Action	Result
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**Title**

A RESOLUTION AUTHORIZING A LEASE EXTENSION ON SOUTHSIDE SOFTBALL COMPLEX

**Body**

WHEREAS, the City of Jonesboro currently leases 59.25 acres from the Developmental Disabilities Services Board for use as the Southside Softball Complex, and

WHEREAS, there is a current need to extend said lease to facilitate the ability to secure grants which require a 50 year lease agreement.

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

Section 1: That the current lease for the Southside Softball Complex with the Developmental Disability Services Board should be extended to December 31, 2061.

Section 2: Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.

**EXTENSION OF LEASE TERM BY AND BETWEEN THE DEVELOPMENTAL  
DISABILITIES SERVICES BOARD AND THE CITY OF JONESBORO, ARKANSAS**

This extension of a long term lease for 59.25 acres, more or less, is entered into by the Board of Developmental Disabilities Services (DDS), herein after referred to as "LESSOR", and the City of Jonesboro, Arkansas, for herein after referred to as "LESSEE", effective July 1, 1997, through December 31, 2027.

The extension of this lease will be for a period of thirty-four (34) years from December 31, 2027, to December 31, 2061.

The LESSEE shall pay to the LESSOR a rental fee of \$100.00 per acre per year for the extended term of the lease. The total acreage leased is 59.25 acres. The rent shall be five thousand nine hundred and twenty five dollars (\$5,925.00) per year for the extended period of thirty four (34) years for a total additional payment of two hundred one thousand four hundred fifty dollars (\$201,450.00). Payment is due by January 31 of each year of the extended term.

This extension is entered into by LESSOR and LESSEE with the following stipulations:

1. If after a five-year period from the date of this extension approval (August 4, 2011) property improvements proposed by the LESSEE have not been completed, this extension will be rendered void. This will result in the termination period of said lease returning to December 31, 2027.
2. Property improvements identified to be made by the LESSEE include - a synthetic surface, handicap accessible softball field (referred to as a "Miracle Field"), improved concession stands/bathroom facilities, additional asphalted areas and playground equipment.
3. If for unforeseen reasons the completion of these projects is not accomplished by August 4, 2016, the LESSEE may petition the LESSOR for an additional period of time to accomplish project completion. In its sole discretion, LESSOR may grant a request by LESSEE for an additional period of time for completion of the project. Failure to obtain an additional completion period will result in this lease extension being voided and, as before mentioned, the lease period reverting back to the original termination date of December 31, 2027.

This extension in no way alters other terms and guidelines listed in the lease entered into July 1, 1997.

IN WITNESS WHEREOF, both the LESSOR and the LESSEE have hereunto executed, signed, sealed, and delivered this Lease, the day, month, and year first above written.



**LESSOR**

By: \_\_\_\_\_  
Suzann McCommon, Chairperson  
Board of Developmental Disabilities Services

Date: \_\_\_\_\_

Signed before me, the undersigned, a Notary Public for \_\_\_\_\_

County, Arkansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

**LESSEE**

By: \_\_\_\_\_  
Harold Perrin  
Mayor of Jonesboro

Date: \_\_\_\_\_

Signed before me, the undersigned, a Notary Public for \_\_\_\_\_

County, Arkansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

MY COMMISSION EXPIRES:

\_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	RES-11:197	<b>Version:</b>	1	<b>Name:</b>	Contract with AHTD for Recreational Trails Grant
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	11/1/2011	<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 ENTER INTO CONTRACT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Contract, Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Rec Trails Job 100757 MOU</a>				

Date	Ver.	Action By	Action	Result
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### Title

A RESOLUTION TO ENTER INTO CONTRACT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE RECREATIONAL TRAIL GRANT

### Body

WHEREAS, the City of Jonesboro Grants Department applied for the 2010 Recreational Trails Grant; and

WHEREAS, the City of Jonesboro was awarded \$80,000 to match with city funds for the project - Job #100757; and

WHEREAS, the City of Jonesboro will use the funds (\$103,730) to construct Section VI of Phase I of the Jonesboro Greenway; and

WHEREAS, the Recreational Trails Grant is an 80/20 matching grant with the 20% match, in the amount of \$20,000, plus the \$3,730 additional funds on the revised project budget, for a total amount of \$23,730 to be allocated in the Federal Fund of the 2012 City of Jonesboro Budget;

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 a contract with the Arkansas Highway and Transportation Department to construct Section VI of Phase I of the Jonesboro Greenway with funds from the Recreational Trail Grant;

Section 2: The Mayor, Harold Perrin and the City Clerk, Donna Jackson shall be authorized to execute all documents necessary to effectuate this agreement.

**AGREEMENT OF UNDERSTANDING**

**BETWEEN**

**CITY OF JONESBORO**

**AND**

**THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the  
U. S. Department of Transportation  
Federal Highway Administration

RELATIVE TO

Implementation of Job 100757, Turtle Creek Greenway Section VI (hereinafter called "Project"), as a recreational trail development or improvement project.

WHEREAS, the Arkansas State Highway Commission has made available 80% Federal-aid funds for certain recreational trail projects; and

WHEREAS, the City of Jonesboro (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, funding participation for each phase of the project will be as follows subject to a limit of \$80,000 maximum Federal-aid approved for the project:

	<u>Federal %</u>	<u>Sponsor %</u>	
Project Design:	-0-	100%	
Utilities/Right of Way:	-0-	100%	
Project Inspection:	-0-	100%	
Project Construction:	80%	20%	;and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the project; and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

WHEREAS, the Sponsor understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will require the Sponsor to adhere to the General Requirements for Recipients and Sub-recipients Concerning Disadvantaged Business Enterprises as stated on Attachment A; and

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

## THE SPONSOR WILL:

1. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code § 19-10-305, or the 11<sup>th</sup> Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
2. All Sponsors must review their application to ensure that the Scope of the project is accurate and the proposed budget is accurate. See Attachment B which must be completed and sent to the Department to ensure current scope and budget is accurate.
3. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials. Be responsible for the inspection and certification of all work in accordance with the plans and specifications for the Project and to retain all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. A statement in writing must be submitted to the Department when the Project is completed. The Sponsor shall retain **all records for three years** upon completion of the project in accordance with the requirements of 49 CFR; Subtitle A, Part 18, Subpart C, Section 18.42 – (See Attachment C for retention and access requirements for records). The date of completion of the project will be construed as the check date of the final payment submitted to the Sponsor by the Department.
4. If the project awarded is in excess of \$25,000 Attachment D needs to be completed and returned to the Department. Attachment D pertains to the Federal Funding Accountability and Transparency Act (FFATA).
5. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [james.moore@arkansashighways.com](mailto:james.moore@arkansashighways.com).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

6. Be responsible for its portion of the total project cost, which will include project design, construction inspection services, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.
7. Provide a copy of the registered deed or an appropriate certification stating the Sponsor has a clear and unencumbered title to any right-of-way to be used for the project and the land is accessible to the general public for public recreational purposes (See Attachment E).
8. Private or Non – Profit Organizations must review and submit Attachment F with all documents requested to the Department. No order to proceed will be granted to these organizations without these documents being submitted in full.
9. Request review from the Arkansas Historic Preservation Program (AHPP) (See Attachment G). Then, forward AHPP's approval to the Department.
10. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**
11. If the project is to be advertised, for bids, it must be done in accordance with State and Federal procedures as shown in Attachment H. Bids are necessary for any goods, materials, or labor totaling \$25,000 or more.
12. Prepare plans, specifications, and a cost estimate for construction bid process. These plans will be reviewed by the Department at the Pre-Construction Conference and these records need to be maintained by the Sponsor for three years after the completion date of the project. A registered licensed professional engineer, architect, or landscape architect must sign the plans and specifications for the project for any project over \$25,000. For any project under \$25,000, the Sponsor's legal representative must countersign the plans. (See Attachment I for certification letter requesting concurrence in award of the contract to be sent to the Department).
13. Be responsible for 100% of any and all expenditures which are declared non-participating in Federal funds, including awards by the State Claims Commission.
14. Be responsible for 100% of all project costs incurred should the project not be completed as specified. Repay to the Department the Federal share of the cost of any portion of this Project if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures.
15. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior written approval from the Department:**
  - sell, transfer, or otherwise abandon any portion of the Project;
  - change the intended use of the project as stated in the approved Project application;
  - make significant alterations to any improvements constructed with Federal-aid funds; or
  - cease maintenance or operation of the project due to the Project's obsolescence.

16. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of future Federal-aid funds. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's gasoline tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.
17. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.
18. Repay all Federal funds if this is determined necessary for any reason.
19. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
20. Notify the Department upon completion of various phases of the work in order that a Department representative may review the project before any payments for such work are made to the Contractor. Once the Sponsor makes payments to suppliers and visible progress has been made toward the completion of the Project an on-site inspection of the Project may be requested by the Sponsor. No reimbursement will be made by the Department without an on-site inspection of the Project.
21. **Provide the Department with all necessary documentation** including a resolution of support from the Sponsor's governing body, approval from the State Historic Preservation Officer, proof of ownership, revised budgets and changes of the scope of the job, plans and specifications, and permits or rulings from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Environmental Protection Agency, or other applicable agencies **within one calendar year of the date this Agreement of Understanding is signed by the Director of the Arkansas State Highway and Transportation Department. Extensions will not be granted. Funding for a project failing to provide this documentation will be withdrawn and will be allocated to other eligible recreational trail projects.**

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project approval and acceptance.
2. Review and approve environmental, archeological, wetland, or other necessary clearances and if proper documentation is provided and review of the land warrants than environmental clearance will be provided.
3. Review plans and specifications for the Project.
4. Advise the Sponsor when to proceed with construction of the Project.
5. Review and approve any necessary change orders for Project eligibility, regardless of funding source.

6. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
7. Reimburse the Sponsor for all legitimate, documented costs in accordance with the final executed contract.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

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Scott E. Bennett  
Director of Highways and Transportation

Arkansas State Highway and Transportation Department

Notice of Nondiscrimination

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head-EEO/DBE (ADA/504/Title VI Coordinator), P.O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [james.moore@arkansashighways.com](mailto:james.moore@arkansashighways.com).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



Legislation Details (With Text)

<b>File #:</b>	RES-11:199	<b>Version:</b>	1	<b>Name:</b>	Contract with Unilever for sponsorship at Joe Mack Campbell
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	11/4/2011	<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 UNILEVER FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Unilever</a>				

Date	Ver.	Action By	Action	Result
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title  
A RESOLUTION TO CONTRACT WITH UNILEVER 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, Unilever is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;

WHEREAS Unilever 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 Unilever 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 **Unilever** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **December, 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 **December 1, 2011**.  
A sum of **\$2,500** shall be paid on **December 1, 2012**.  
A sum of **\$2,500** shall be paid on **December 1, 2013**.

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

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

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 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:                       
Title: Supply Leader  
Date: 11/4/11

CITY OF JONESBORO

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

ATTEST

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