



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, July 14, 2026

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-26:058](#) Minutes for the Finance Committee meeting on Tuesday, June 30, 2026.

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-26:073](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY/ALEY CRAWFORD IN THE AMOUNT OF \$275

Sponsors: Code Enforcement and Finance

Attachments: [2612 CRAWFORD COUNCIL NOTICE 261474.pdf](#)
[261474 VIOLATION LETTER 2612 CRAWFORD.pdf](#)
[262805 BILLING REQ 2612 CRAWFORD.docx](#)
[262805 INVOICE 2612 CRAWFORD.pdf](#)

[RES-26:075](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

Sponsors: Parks & Recreation and Finance

Attachments: [JETS Swim contract resolution .docx](#)

[RES-26:076](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT A NOTICE OF INTENT FOR THE FEMA FLOOD MITIGATION ASSISTANCE (FMA) GRANT PROGRAM FOR THE NORTH MAIN STREET DETENTION POND PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

Sponsors: Grants and Engineering

[RES-26:077](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS
TEAM FOR YEAR 2026

Sponsors: Parks & Recreation and Finance

Attachments: [SWAT 2026 Agreement final\(BC.signed\).pdf](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-26:058

Agenda Date:

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Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on Tuesday, June 30, 2026.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, June 30, 2026

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 5 - Joe Hafner; John Street; Ann Williams; Charles Coleman and Brian Emison

Absent 2 - Anthony Coleman and David McClain

3. APPROVAL OF MINUTES

[MIN-26:053](#)

Minutes for the Finance Committee meeting on Tuesday, June 09, 2026.

Attachments: [Minutes](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Passed . The motion PASSED with the following vote.

Aye: 4 - John Street; Ann Williams; Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-26:063](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION FY26 BRIDGE INVESTMENT PROGRAM PLANNING GRANT

Sponsors: Grants

Councilmember Ann Williams said, are there specific bridges that are being looked at or a focus of this that...I was wondering about is the Bridge Street bridge. Would that be part of this? Grants Director Chris Richey approached the podium and said, Craig says it is. He was shaking his head. We went through the list that we get from the National Bridge Inventory in the state of Arkansas and tried to pick the 17 most critical bridges based on their different evaluations and pick those to do a study on. So, eventually then we could use that to apply for another grant for the funds to replace and build bridges in the future. Councilmember Ann Williams said, it's been a subject for concern for a while. Grants Director Chris Richey said, sure. So that's why

we need to get a study done so we can come up with a plan.

Chairman Joe Hafner said, let the record reflect that Councilmember Dr. Anthony Coleman is present.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

[RES-26.068](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE ATTACHED FEE PROPOSAL FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE S CARAWAY ROAD WIDENING PROJECT

Sponsors: Engineering

Attachments: [Fee S Caraway Rd CE and I revised 09222025.pdf](#)

Councilmember John Street said, I just wonder, what's the timeline on that? Hey Craig, what's the timeline on that? Engineering Director Craig Light approached the podium and said, the bids are scheduled to be opened on July 15th. We're hoping to see a groundbreaking by late August, early September. But it's going to be a two-construction season project, so they'll get started this fall, and it'll probably be delayed some during the winter, and then it'll be possibly by the end of next, 2027 that it would be complete. That's kind of the tentative timeline for it right now.

Councilmember Dr. Anthony Coleman said, I don't know if you can answer this, but possibly. I was thinking about the bond itself. Are we on schedule as it relates to the financial portion of this bond with the road and all the other projects that we have going? Engineering Director Craig Light said, with this particular project, yes. I mean, we're at one year, roughly one year into the bond. We still have another two years to have the funds expended, so. Councilmember Dr. Anthony Coleman said, what about the cost itself? Is it still in line with the budget that you have for that? Engineering Director Craig Light said, it is. We'll open bids on the July 15th and we'll know exactly what the construction cost is at that point. The estimate is, yes. Councilmember Dr. Anthony Coleman said, okay.

Patti Lack, 4108 Forest Hill Road, approached the podium and said, I know on one of the bid proposals from the company is that my understanding from the last one is that it's going to be five lanes down to, I can't think of that one street, and then is it going to be three lanes all the way down to Fox Meadow? Because on the one proposal it said Fox Meadow Lane there. So, is it going to be like a center turn lane down to Fox Meadow? Because it said it on the proposal sheet. Engineering Director Craig Light said, the current construction drawings, it's a five lane from Parker Road to Latourette, and it transitions to a three lane and will continue three lanes south to Glenn's Place and then transition back down to the two lane road section at Glenn's Place. So, it does not go all the way to Fox Meadow. Now the ten-foot side path on the west side of the road will continue all the way to Fox Meadow. But that will be the only roadway approved south at the Glenn's Place other than that transition. So, it will transition out around the driveway, northern most driveway to The Links is where it will transition back.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

[RES-26:069](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2410 W MATTHEWS, PARCEL 01-143143-01900, OWNED BY GEORGE HANNAH SR IN THE AMOUNT OF \$5566

Sponsors: Code Enforcement and Finance

Attachments: [BILLING REQ 255464](#)
[COUNCIL NOTICE 255464](#)
[INVOICE 2 255464](#)
[INVOICE 255464](#)
[ORIGINAL VIOL 255464](#)

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

[RES-26:070](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED PROPOSAL FOR ADDITIONAL SERVICES FOR THE PARK LOCATED ALONG DISCIPLE DRIVE

Sponsors: Parks & Recreation and Finance

Attachments: [Disciple Drive Park Scope CDs - 06-2026](#)

Councilmember Ann Williams said, yeah, I have a question. Is there any possibility at this stage of a swimming pool being included in Phase 1 of the Disciple Drive project? Chief Administrative Officer Brian Richardson said, at this point, we're working to fulfill the requirements that we laid forth in the grant, to qualify for the grant, and it includes the multi-use fields, playground equipment, walking trails, pickleball courts. And so, the priority is trying to identify enough money to be able to do that. And then as always, we're continuing to try to identify funds available for another swimming pool, rather it be there or at Allen Park or somewhere else in the city. Obviously, you know, with the opening of The Ridge coming up early next year, hopefully that will alleviate some of those as well. But we also have some pretty serious maintenance decisions that we need to make on the YMCA pool as it continues to age. Councilmember Ann Williams said, because I think, you know, we have to realistically think of ourselves as having one working public pool right now. And so that puts us in kind of a crisis as far as public swim facilities, for a city our size. That's about a quarter of what's recommended by the Parks and Rec Association. Chief Administrative Officer Brian Richardson said, and I think as we continue to look at future budget cycles, you know, we're going to need to identify one, you know, as a body, if we're going to prioritize a pool and two, where that funding is going to come from. You know, you're probably looking at the Parker Park pool at the time we built it somewhere around a \$4,000,000 pool. You know, I think you're going to probably see at least that for any other pool facility that we build. So, you know, we'll just have to decide what takes a back seat to be able to create funding for that. And thankfully, we have a pretty skilled Finance Department that can look and really try to kind of cut

anything that might need to be cut or reduce anything or look for excessive, you know, areas that maybe we can help promote efficiency. I know that, you know, last Finance meeting, we kind of worked through some staff realignments that actually saved a little bit of money, so it's going to take a lot of small bites. But at the end of the day, it's just a matter of resources, and we're not necessarily blessed with the strongest sales tax percentage of, you know, cities around here, so we have to make do with what we can, and we'll have to seek out grants as well to help offset some of those costs. So, it certainly is a priority to continue trying to find funding for more swimming. It's just where it's going to come from and what expense, right?

Councilmember Ann Williams said, well, we've seen that there is a demand, you know, as far as lanes for competition, swimming practice and all, but we also need plenty of access for young children to be able to learn how to swim, to be able to grow up some lifeguards for these pools, you know. Chief Administrative Officer Brian Richardson said, and our priority of the city is recreational swimming for all the kids in Jonesboro to have a place to learn to swim and to enjoy to swim, and, you know, that's obviously very evident at Parker Park. It's a very popular pool. We're very proud of that pool, and we all should be, and we'd really like to see that replicated elsewhere. Councilmember Ann Williams said, but it's not really made for, like, swimming competition practice, so... Chief Administrative Officer Brian Richardson said, it's made for the community to enjoy. Councilmember Ann Williams said, yes, and swimming lessons to some extent, yeah. But we have to be realistic about the various needs we've got, and we don't have the facilities currently to really meet those needs. And that's all. Chief Administrative Officer Brian Richardson said, agreed.

Chairman Joe Hafner said, did you have something, Dr. Coleman? Councilmember Dr. Anthony Coleman said, I do. Thank you, and I agree with you, Ann, on that and prioritizing pools. But my question was, I was looking at the actual contract itself. I can't pronounce that name. Chief Administrative Officer Brian Richardson said, Halff & Associates. Councilmember Dr. Anthony Coleman said, alright, great. I'm not too familiar when it comes to construction or even commercial construction in that regard, but part of that fee was, in that first phase, a meeting for \$6,000 just for the meeting. The first meeting. Is that realistic? I mean, I just so happen to see that. I mean, \$6,000 for an initial meeting. Chief Administrative Officer Brian Richardson said, now, I know that they came up and they spent some time here on the ground doing the evaluation of the site. I'd have to look at the exact details of that contract. I don't know if Mr. Light's still in the room, but he was the one that kind of worked with him on that. Councilmember Dr. Anthony Coleman said, I mean, it's literally one of the first things. Over \$10,000 for a meeting and then \$4,000 for a tree survey or something like that. Chief Administrative Officer Brian Richardson said, like I said, they did come here for several days on the site inspections, but I can definitely get some more detail about exactly what that consists of. Councilmember Dr. Anthony Coleman said, yeah, because from what I understand, this phase is literally, and you can correct me, this proposal or this resolution is for us to pay for them to come in and basically give us a plan, right? Chief Administrative Officer Brian Richardson said, so it's a plan and it's also to manage the actual construction of the project. Councilmember Dr. Anthony Coleman said, to manage the construction. Chief Administrative Officer Brian Richardson said, so, doing all the different engineering designs and drainage and layout. Obviously... Councilmember Dr. Anthony Coleman said, so, it will include all of those, all the, excuse me for my lack of better understanding, but the blueprints. It'll include all of that in this? Chief Administrative Officer Brian Richardson said, yes, this will, you know, currently we're at about 60% plans and this will get us to basically construction ready plans. Councilmember Dr. Anthony Coleman said, you're saying basically. I'm listening to your words. Chief Administrative Officer Brian Richardson said, well, I mean, it's, you know, obviously this is a pretty in-depth design and build and there's a lot of intricacies that come in and out to make sure that we don't

damage any of the ecology or cause any kind of runoff issues or actually retain some little bit of water in some green space and also to make sure that we save as many significant trees as possible during the build of it. Councilmember Dr. Anthony Coleman said, sure, I'm not questioning the validity. I'm not questioning that. I'm just questioning the amount to make sure that it makes sense for what it will produce. I'm just asking. I'm just looking at that. Let's say a project management of \$6,000 in a tree survey. Tree survey, okay. But kick-off for a meeting?

Engineering Director Craig Light approached the podium and said, that \$6,000 is for kick-off and project management of the entire contract. So, that is not just a one-time meeting. That's for managing the completion of the project, to get it to a 100% construction drawings, get it bid out, get it awarded, get it constructed. That's what that fee is. It's not just one meeting. Councilmember Dr. Anthony Coleman said, okay. Just, sorry if I sound ignorant, but I just...

Patti Lack, 4108 Forest Hill Road, approached the podium and said, I'm glad that you brought that up because I was kind of confused. So, as of right now, there is nothing out there then? I have not had a chance to go out there, so is there anything being done on that property yet? Nothing? Okay. Thank you.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

[RES-26:071](#)

A RESOLUTION TO APPROVE JONESBORO POLICE DEPARTMENT TERMS AND CONDITIONS FOR NEW HIRE INCENTIVES

Sponsors: Police Department, Human Resources and Finance

Attachments: [INCENTIVE PROGRAM JPD FINAL](#)
[Incentive Repayment Agreement FINAL](#)

Councilmember Dr. Anthony Coleman said, yeah, I do. Chief, can you give me kind of an idea of what these incentives would look like if I was to apply and what I'm assuming for the applicant? Chief of Police Rick Elliott said, yeah, I don't have the breakdown sheet in front of me, but in short order, if you're a non-certified officer, there's a \$5,000 incentive. And upon hiring, you receive a portion of it. And then as you reach certain milestones, like graduating the academy, you'll get part of your incentive. As you complete your FTO, you'll get another part of your incentive. After your first year anniversary, there's another part. So, all these incentives are spread out over multiple years. It's not all lump sum. If you're a certified officer upon hiring, you'll sign a contract. All these contracts will be signed by the applicant. For a certified officer upon completion signed contract, there's a \$5,000 hiring on immediate incentive. And then after they reach their first milestone of FTO completion, in the one year, there's \$2,500. And then in the second year, \$2,500. In the third year, \$2,000. So, for a total of \$12,000 for a certified officer. Chairman Joe Hafner said, that's certified over a two-years of experience, right? Chief Rick Elliott said, certified over two years and more experience. Chairman Joe Hafner said, it's like certified less than two years is \$3,000 upon hiring, and then \$1,000, \$1,000, \$1,000 on their anniversary day. So \$6,000 total. Chief Rick Elliott said, correct, yeah. Chairman Joe Hafner said, I know you're at a disadvantage. Chief Rick Elliott said, yeah, well, Keith handed me a sheet, so I was trying to remember off the top of my head, but you should have the sheet on your screen at this point. So, that's a breakdown of it at this point. Then on the second part of it is a

recruiting bonus to incentivize officers to get out and talk to people individually, to recruit applicants, and we have found that's the best way to get officers in the door, just one-on-one conversations with individuals and talking up the Police Department and policing itself. It works the best. We have advertised by radio means, social media means. It brings in applicants, but, you know, it's getting the quality applicants. And when you have a one-on-one conversation, you generally initiate that conversation because that person has character traits that you identify that are probably a good police officer. And that's probably having good people skills, good social skills, talking to the public. So, officers tend to recognize individuals that we encounter that are probably going to make a decent officer. So, to incentivize that, we offer this \$5,000 recruiting bonus, and, again, that comes in increments as the recruit reaches their milestone and then they get part of their incentive also. So, it creates a relationship between the recruiting officer and the recruit, kind of a... You kind of have an investment to make sure that recruits going to make their milestones through the incentives. So right now, no go ahead you had a question. Councilmember Dr. Anthony Coleman said, no, no, no. Chief Rick Elliott said, but with this coming to light, we have kind of began to publish this information and it's immediately had the desired effect. Currently, we're working at or we're looking at about 14 certifies in the background process. I'm hiring two at the end of the month that's already completed backgrounds. One of them is from Knoxville, Tennessee Police Department. And then an upcoming test will be in two weeks. There's another seven certifies that have recently applied. And so right now, as of today, we have 34 scheduled to test in two weeks. And just a few weeks ago, we did a test. And we're doing backgrounds on 20 out of that pool. So, in the past month, this is the biggest recruiting cycle we have seen in quite a while. Historically, the past year, we've processed close to 300 applicants, and I got seven qualified out of that. It's not that I'm short of getting applicants. I'm short of getting quality applicants. So, these incentives, I think we're, hopefully, we're going to get some quality applicants come in. All will still have to go through extensive background investigation. Everything that we have on cue, they may not pass our standards. But the fact of the matter is that the numbers are coming in at a better rate than we've seen in a long time. So, I think once we get fully staffed of this program, we can re-evaluate and we can re-evaluate the numbers. If we need to stay in existence or lower the numbers. But my goal is by November 1st, hopefully at the latest, we'll be fully staffed. We'll have a list of eligibility lists. Councilmember Dr. Anthony Coleman said, wow, that's major. I just thought, and I read this, but I just thought the question warranted an opportunity for the Chief to really address this openly, because everybody don't read. So, I just wanted to make sure you could see it. Chief Rick Elliott said, you're correct, and I'm sorry I kind of, you know, I tend to go more off into it than normal, but I know there's people listening besides y'all. But at the end of the day, you know, we're 25 short today. I just had another retirement last week, so it put me back up to 25. But as they say, there's light at the end of the tunnel, and the light's getting brighter every day right now. So, things are looking very promising, and my staff's been advised. It's all hands on deck. Get these backgrounds done and get people on board. Councilmember Dr. Anthony Coleman said, thank you, Chief. It was great to hear. Thank you. Chief Rick Elliott said, thank you.

Councilmember Brian Emison said, Mr. Chairman, I was going to wait for other business, but I feel like this is a good time to ride this wave since we're talking about all the good from the recruitment efforts that we're having here. Chief, I know that we were talking about a 14% deficit in the staffing model that we've been carrying over the last six months to a year. Chief Rick Elliott said, correct. Councilmember Brian Emison said, on that, I know that we've had 151 officers that's been picking up that slack in the meantime, and a point of conversation that we've been having and been talking about is, you know, doing something for those officers, more focusing on the retention component of this. I was playing around with some of these numbers just a

little bit earlier today, and, you know, looking at it from an annualized basis on the 24 vacancies, even if every one of those officers would have been at the P1 level as a recruit at \$51,000, that would have landed us at about a \$1,200,000 budgetary savings from the salary line item on that side. And even on the recruitment and incentivized efforts, even if we max those out, best-case scenario, 24 recruits that are fully certified with more than two years of experience, along with 24 officers that we paid out for those 24 individuals, that comes at a cost of about \$168,000 that I was looking at. And, I mean, if we look at that minus and doing some kind of one-off bonus for the officers that we currently have that's been picking up the slack over this entire time and working overtime, protecting the streets, making sure we all sleep well at night and everything else, those 151 police officers that have been holding the line and been protecting us, if we did something like a one-off bonus, let's say it's something that would be in the neighborhood of, like, \$2,000, that would land us at approximately \$302,000 to be able to do a one-off bonus to say thank you, the appreciation for those officers that have been working in this minus 14% category here. I mean, that still would allow us, which we know it's not going to be the full annualized visual of this, we would still be able to bring roughly \$730,000 of unrealized expense and salaries back to the general budget. Is that something that you think that would help us retain the current officers that we have, just trying to get a pulse on our men and women out there in the field? Chief Rick Elliott said, well, yes, sir, I certainly do. You're correct in everything you stated, that, you know, there's 151 that's been towing the line, and the call volume has certainly not decreased. And there are certain divisions that I have had to shut down because of staffing shortages. And I think that if we could do something like what you mentioned, it would certainly go a long way with the current staff that's been out there day in and day out and working over, working multiple shifts just to help keep our staffing minimums. There's times, you know, we're running seven or eight officers on the street instead of, you know, the 18 or 20. And it's kind of a safety concern, but I commend the men and women of the department who that have stepped up and have towed the line during this whole process. Councilmember Brian Emison said, great. And I know that we've got a very skilled Finance Department. I know some of these aren't necessarily realized savings or expenses at this point, but I'd like to continue this conversation and see if there would be something we'd be able to do maybe in the near future with them.

Chief Administrative Officer Brian Richardson approached the podium and said, and I just wanted to point out a quick clarification, Councilman. If you recognize the, I guess, the full possibility of, kind of like you said, everybody gets the \$12,000 bonus and all the retention stuff is taken care of. In order for this to not be a budget amendment, to not, I guess, impress on next year's budget, we're going to actually, all of these multi-year commitments will be committed to a restricted fund. So, you know, theoretically, you could be looking at somewhere around \$400,000 budget impact for this year. So, it would be a little higher than what you had mentioned, but I understand the methodology you're talking about this year, the next year's money goes on next year's budget, but we're trying to make sure that we don't do anything that restricts next year's growth potential or next year's funding. But if you're an applicant, you qualify for the \$12,000 and there's a \$5,000 incentive, so we're talking about \$17,000 that we're going to put over your restricted fund, and that's what we'll pay out in years 2027, 2028, and so forth. So, we're trying to secure this program with leftover funds or additional funds that are available for the 15% shortage this year. Councilmember Brian Emison said, sure, definitely, and that \$2,000 was just a shot from the hip number on that. I think that it would be great if there's any opportunity at all for us to say thank you to those men and women. I'd like to see us move forward with that. Chief Administrative Officer Brian Richardson said, sure, and like I said, I just wanted to clarify, there's a good opportunity for me to point about why this is not a budget amendment because the funding exists, and again, not to put

any kind of limitations on next year's budget or make any commitments towards next year's budget until the budget time comes around. Councilmember Brian Emison said, gotcha. Thank you, Brian.

Councilmember Dr. Charles Coleman said, Chief, my only a question I guess, how many officers would, in this situation, would move up the ladder? Has that been a part of the incentive plan? Chief Rick Elliott said, to move up the ladder? Councilmember Dr. Charles Coleman said, yeah. Chief Rick Elliott said, well, in order for somebody to end up in rank, somebody in rank would have to retire, and so over the past couple years, there has been some movement up in ranks. In the next five years, there will be a lot more movement up in ranks as in the upper administration or the upper level supervision in the department is going to start seeing a major turnover. There's eight of us right now who can retire any time. So, I'm trying to set the department up for the future and develop those upcoming leaders, getting them prepared in leadership classes and things like that, and ready them take over to continue running this department. So, it's important that we keep what we got. Thank you for bringing that up. Again, I think those officers that are watching I think would be certainly appreciative of these efforts. Councilmember Brian Emison said, thank you, Chief.

Councilmember John Street said, I just want to say, according to what I know, and I appreciate your comments on that, Councilman Emison. I know I've talked to officers who've gone when the call volume's high, several weeks without a 94, or an evening meal break or a break in the middle of their shift to eat. Call volume's been so high they couldn't even take off to grab a sandwich or anything. So, we've got a very dedicated bunch of folks, and I think if we can afford to do something like that and let them know that we do appreciate them for their dedication to the city. Councilmember Brian Emison said, right. We're lucky to have them, and we always try to take care of those that take care of us. Chief Rick Elliott said, we appreciate what you do. Thanks. Councilmember Brian Emison said, thank you, sir.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

5. PENDING ITEMS

[RES-26:061](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 300 E PINE STREET, PARCEL 01-144183-21000, OWNED BY UNICORN, LLC IN THE AMOUNT OF \$865

Sponsors: Code Enforcement and Finance

Attachments: [260535_300 E PINE ST. INVOICE.pdf](#)
[260535_300 PINE VIOLATION NOTICE.pdf](#)
[Billing Request 300 E PINE.pdf](#)
[image18061.pdf](#)

Chairman Joe Hafner said, Mr. Roper has asked that this be tabled indefinitely.

Councilmember John Street motioned, seconded by Councilmember Brian Emison,

to postpone indefinitely RES-26:061. All voted aye.

A motion was made by John Street, seconded by Brian Emison, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain

6. OTHER BUSINESS

7. PUBLIC COMMENTS

Chairman Joe Hafner said, alright, Mr. Richardson. Are we going back to other business now? Chief Administrative Officer Brian Richardson approached the podium and said, it was just an announcement. Chairman Joe Hafner said, okay. Chief Administrative Officer Brian Richardson said, I think each of y'all got the e-mail earlier, but just for the public watching at home, and if you haven't got it, we are going to have a groundbreaking on Thursday at 9:11 a.m. for the 9-11 center downtown. So, I hope to see everybody in attendance and look forward to getting this project started.

Chairman Joe Hafner said, and I do have to correct something. I think earlier Mr. Richardson referred to it as the RAC, or the Ridge Athletic Center. I think that may have a new name now. Chief Administrative Officer Brian Richardson said, yes. Chairman Joe Hafner said, what was that name, Mr. Emison? Councilmember Brian Emison said, I don't know. I hear it in my dreams. The First Community Bank Sportsplex. Chairman Joe Hafner said, thanks for First Community for stepping up and doing that.

8. ADJOURNMENT

A motion was made by Anthony Coleman, seconded by Brian Emison, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 5 - John Street;Anthony Coleman;Ann Williams;Charles Coleman and Brian Emison

Absent: 1 - David McClain



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

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In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY/ALEY CRAWFORD IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: NE JB NETTLETON CITY

WHEREAS, RANDY/ALEY CRAWFORD, the owner of record, was properly notified of a code violation at 2612 CRAWFORD, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/04/2026 using city funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 2612 CRAWFORD



Invoice# : 70368

Case# : 261474

Invoice Notice Mailed Prior to 06/10/2026

RANDY/ALEY CRAWFORD
PO BOX 16354
PARAGOULD, AR 72450

Subject: 2612 CRAWFORD Parcel# 01-144273-02300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 07/21/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

A handwritten signature in black ink, appearing to read "S. Roper", is written over the printed name "Scott Roper".

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



Notice of Violation

04/09/2026

CRAWFORD RANDY & ALEY
PO BOX 16354
PARAGOULD AR 72450

Case #: 261474

In regards to property located at: 2612 CRAWFORD DR, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property is overgrown with grass and weeds. The property must be mowed and maintained. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 04/19/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-351-2572

Sincerely,

A handwritten signature in black ink, appearing to read "Clint Borden".

Clint Borden
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 06/04//2026

To: Tosha Moss

Case #: 262805

Property Address: 2612 Crawford
Jonesboro, AR. 72401

APN# 01-144273-02300

Mowing letter sent on : 04/09/2026

Comply by Date: 04/19/2026

Date of mowing Service: 06/02/2026

Need to send the following charges to this person.

Property Owner:

CRAWFORD RANDY & ALEY

PO BOX 16354

PARAGOULD, AR 72450

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$60.00
 Total	 \$275.00

Thank you,

Eric Schmett

Code Enforcement Division

PO Box 1845

Jonesboro, AR 72403



DATE	INVOICE NO
6/4/2026	0070427

BILL TO
Randy & Aley Crawford PO Box 16354 Paragould, AR 72450

DUE DATE
7/9/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 12,841.32

Code Enforcement Charges:

Filing Fee - 2612 Crawford	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 2612 Crawford	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 2612 Crawford	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 275.00 0.00 0.00 275.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Randy & Aley Crawford
Customer No: 023540
Account No: 0035631 - Code Enforcement Charges - 2612 Crawford

DUE DATE	INVOICE NO
7/9/2026	0070427

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.

Invoice Total: 275.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 13,116.32

INVOICE BALANCE: \$275.00
AMOUNT PAID: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:075

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

WHEREAS, Jonesboro JETS Inc.("JETS") is an Arkansas not for profit corporation organized to promote youth sports activities through the operation of its swim programs; and,

WHEREAS, the City of Jonesboro ("CITY") is the owner of certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and,

WHEREAS, JETS and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro JETS, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

title

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

body

WHEREAS, Jonesboro JETS Inc. ("JETS") is an Arkansas not for profit corporation organized to promote youth sports activities through the operation of its swim programs; and,

WHEREAS, the City of Jonesboro ("CITY") is the owner of certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and,

WHEREAS, JETS and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro JETS, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:076

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT A NOTICE OF INTENT FOR THE FEMA FLOOD MITIGATION ASSISTANCE (FMA) GRANT PROGRAM FOR THE NORTH MAIN STREET DETENTION POND PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Jonesboro experiences recurring flooding and drainage deficiencies within the neighborhood west of North Main Street and north of Lost Creek, creating hazards to residents, public infrastructure, and private property; and

WHEREAS, the proposed North Main Street Detention Pond Project is intended to reduce flood risk by increasing stormwater storage capacity through the construction of a regional detention pond and associated drainage improvements, thereby reducing the frequency and severity of localized flooding; and

WHEREAS, the estimated total project cost is \$405,000, with the City requesting \$303,750 (75%) in federal assistance through the FEMA Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program and providing a \$101,250 (25%) non-federal match, should funding be awarded; and

WHEREAS, the City desires to submit a Notice of Intent (NOI) to the Arkansas Division of Emergency Management (ADEM) for consideration under the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the North Main Street Detention Pond Project; and

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

SECTION 1.

The City Council authorizes the submission of a Notice of Intent to the Arkansas Division of Emergency Management under the FEMA Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the proposed North Main Street Detention Pond Project, as generally described in the accompanying Notice of Intent.

SECTION 2.

The Mayor is hereby authorized to execute all documents necessary to submit the Notice of Intent and any related pre-application materials required by the Arkansas Division of Emergency Management or

the Federal Emergency Management Agency.

SECTION 3.

Nothing in this Resolution shall be construed as obligating the City to proceed with the project, accept grant funding, or expend local funds beyond those previously authorized by the City Council.

SECTION 4.

Should the City be invited to submit a full application or receive a grant award, any required local matching funds and acceptance of the award shall be presented to the City Council for approval as required by law.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:077

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS
TEAM FOR YEAR 2026

WHEREAS, SHARK WAVE AQUATICS TEAM.("SWAT") is an Arkansas not for profit corporation organized to promote youth sports activities through the operation of its swim programs; and,

WHEREAS, the City of Jonesboro ("CITY") is the owner of public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and,

WHEREAS, SWAT and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by SWAT and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro SWAT, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

SHARK WAVE AQUATICS TEAM

This Agreement is made by and between SHARK WAVE AQUATICS TEAM, Inc., an Arkansas not for profit corporation, ("SWAT") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this ____ day of _____ 2026 (the "Effective Date").

WHEREAS, SWAT is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth swim program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and

WHEREAS, SWAT and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by SWAT and the respective obligations of the parties regarding the use 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) months commencing on the Effective Date and terminating on October 31, 2026. This Agreement may be extended by SWAT if they wish to utilized the facilities during the time the facility is closed to the public by executing an addendum to this agreement with a monthly rental of \$1.00 per month and the agreement to pay the heating expenses for the pool during those months.

II. Use of Facilities by SWAT

- 1) During the period of June 1, 2026 to October 31, 2026, SWAT shall have the right to use the CITY'S pool Facilities. All scheduled training time will be scheduled with the Parks Department and will end thirty minutes prior to and begin thirty minutes after the end of community pool time during the months of June, July and August so as not to conflict with public access to the Facilities. This period shall be referred to as the "Primary Usage Period."
- 2) SWAT shall have the right to reserve the Facilities for swim meets two (2) Weekends within the Primary Usage Period. The Facilities will be made available at 8:00 p.m. the night before a scheduled swim meet unless it has been rented for another event. In

addition SWAT shall have the right to reserve the facility for two (2) weekday swim meets within the Primary Usage Period. Any reservations for swim meets or other events must submit a special event request and be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) SWAT understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. SWAT understands that the Pool Director for the Facilities has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by SWAT and all SWAT sponsored activities related to the use of the Facilities.
- 6) CITY shall issue key(s) to SWAT for use of the Facilities. The keys may not be reproduced or duplicated by SWAT. One key shall be issued to the Head Coach of SWAT for use during the Primary Usage Period. SWAT agrees to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. SWAT will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 7) SWAT understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by SWAT during the Primary Usage Period or otherwise. SWAT will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Pool and/or Parks Director. SWAT is solely responsible for their equipment and the CITY is not responsible for any loss or damage to SWAT equipment used and/or stored at the Facilities.
- 8) If SWAT should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, SWAT shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall SWAT have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY. If SWAT wants to operate concessions at a time the CITY cannot, that usage will be negotiated under a separate agreement on an event by event basis.

- 10) SWAT shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by SWAT. Said lifeguard's name and certification shall be provided to the CITY at the beginning of the contract and updated if changes are made to the designated lifeguard.
- 11) SWAT must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by SWAT. A copy of said rules can be obtained from the Pool Director and/or Parks Director.
- 12) SWAT shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Pool Director and/or Parks Director prior to the beginning of the Primary Usage Period.
- 13) SWAT will have permission to place 1 SWAT banner and 1 SWAT yard sign at the Pool center. The banner will not be larger than 10 feet x 10 feet. The yard sign will not be larger than 18 inches x 24 inches. SWAT shall not place or display any additional advertisements of any kind on CITY Facilities without prior written approval of the Pool and/or Parks Director. This shall include any advertisement of SWAT activities or any sponsorships of any events held at the Facilities or otherwise. SWAT shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Pool Director and/or Parks Director. SWAT shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, SWAT may, but

shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by SWAT to CITY under Article IV. In no event shall CITY be obligated to SWAT for any monetary damages.

IV. Obligations of SWAT

SWAT shall:

- 1) Pay a usage fee to the CITY in the total amount of \$4,000 for the term of this agreement. Said fee shall be paid in equal monthly installments of \$1,000 per month beginning on July 1, 2026. All fees are to be paid to the CITY no later than the 10th day of each month. This usage fee entitles SWAT to the exclusive use of four (4) lanes of the city pool during all authorized practice times and this lane number will not be reduced by the CITY due to conflicting CITY activities. SWAT may on reasonable notice of at least 30 days suspend its use of the city pool for any time period during the Primary Usage Period, which shall be reflected in a pro-rated reduction of the contract price.
- 2) Any reductions, restrictions, or closures caused by the CITY's scheduling or maintenance for greater than twenty-four (24) hours, or by an act of God, shall result in a pro-rated reduction of the contract price. "Act of God" is defined as a tornado, hurricane, earthquake, or other natural disaster outside of the control of any human that causes the facility to be damaged to the extent that it must be closed for repairs for an extended period of time.
- 3) SWAT shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 4) SWAT shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 5) Schedule and meet with CITY Pool Director prior to the season to discuss schedule, and department guidelines.
- 6) SWAT is responsible for any of their items stolen or damaged, during the course of the year.
- 7) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 8) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 9) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the SWAT program.

- 10) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. SWAT hereby consents to the exercise of such authority by City over its members, officials and agents.
- 11) SWAT agrees to be solely responsible for any and all damages related to and arising out of SWAT use of the Facilities during the term of the Agreement when the Facilities are being used by SWAT. This includes, but is not limited to, any and all persons associated with SWAT who use the Facilities during the terms of the Agreement. SWAT agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concession stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish SWAT right to seek recourse against those persons causing the damage.
- 12) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs
- 13) Activity initiated by SWAT Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to SWAT.
- 14) Prior to the commencement of the Primary Usage Period, SWAT will provide to the CITY:
 - a. Current by-laws of SWAT
 - b. Proof of insurance and indemnification
 - c. List of current officers and board members of SWAT with addresses, phone numbers and e-mail (if applicable). SWAT agrees to notify CITY of any changes in board members.
 - d. A copy of the 990 Disclosure Form Parts 1-7.

V. Default of SWAT

- a) If SWAT defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, SWAT fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default

is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of SWAT and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if SWAT defaults in performance of this Agreement, and after written notice from CITY, SWAT fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from SWAT, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then SWAT may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or expenses incurred by the SWAT in the performance thereof shall be deducted from the amounts required to be paid by SWAT to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from SWAT, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then SWAT may terminate this Agreement.

VII. Assignability and Exclusivity

This Agreement is a privilege for the benefit of SWAT only and may not be assigned in whole or in part by SWAT to any other person or entity. Both parties understand that SWAT use of the Facilities is nonexclusive, except during the Primary Usage Period.

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

SWAT:

Registered Agent with the Arkansas Secretary of State

CITY:
Jim Stearns, Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. 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.

SWAT

By: Bryce Cook
Name: Bryce D. Cook
Title: Board Chairman
Date: 7.9.26

CITY OF JONESBORO

By: _____

Name: Harold Copenhaver

Title: Mayor

Date: _____

ATTESTATION:

April Leggett, City Clerk