



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-052-2022

File Number: RES-22:050

Enactment Number: R-EN-052-2022

A RESOLUTION TO AMEND THE RADIO TOWER JOINT USER AGREEMENT WITH
CITY WATER AND LIGHT (CWL)

WHEREAS, the City of Jonesboro (“City”) and CWL entered into a Radio Tower Joint User Agreement, date November 14, 2016 (“Joint Use Agreement”); and,

WHEREAS, the City and CWL desire to modify, amend and substitute Section 7 of the Joint User Agreement.

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

Section 1: The City of Jonesboro shall amend Paragraph 7 of the Joint Use Agreement dated November 14, 2016 to read as follows:

7. City grants to CWL the non-exclusive right of ingress and egress to the Strawfloor Rd. property for the purpose of CWL’s operation, inspection, repair and maintenance of its equipment associated with CWL’s communications network located on the Strawfloor Rd. tower, in the Strawfloor Rd. building or on the Strawfloor Rd. property. City will continue to operate, inspect, repair and maintain its associated equipment and CWL will operate, inspect, repair and maintain its associated equipment.

CWL and City would like the opportunity to partner with each other on any future towers, buildings, etc. that either may decide to construct and each party agrees to include the other party in any discussions on towers they decide to construct.

CWL is vacating the dedicated one block of its system talk groups on the City’s turbo radio system.

Section 2: The City of Jonesboro and CWL agree to the amendment as attached.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this First Amendment to the Radio Tower Joint User Agreement.

PASSED AND APPROVED THIS 15TH DAY OF MARCH 2022.

**FIRST AMENDMENT TO
RADIO TOWER JOINT USER AGREEMENT**

THIS FIRSTAMENDMENT TO RADIO TOWER JOINT USER AGREEMENT("First Amendment") is made and entered into on February 14, 2022 ("Effective Date"), by and between the City of Jonesboro, Arkansas("City") andCity Water and Light Plant of the City of Jonesboro, Arkansas("City and CWL ").

RECITALS

- A. City and CWL entered into a RADIO TOWER JOINT USER AGREEMENT, dated November 14, 2016, (the "Joint Use Agreement").
- B. City and CWL desire to modify, amend and substitute Section 7 of the Joint User Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CWL covenant and agree as follows:

1. Modification of Paragraph 7 of the Joint User Agreement .As of the Effective Date of this First Amendment, Section 7 of the Joint User Agreement is hereby modified, amended, and substituted with the following provision:

- 7. City grants to CWL the non-exclusive right of ingress and egress to the Strawfloor Rd. property for the purpose of CWL's operation, inspection, repair and maintenance of its equipment associated with CWL's communications network located on the Strawfloor Rd. tower, in the Strawfloor Rd. building or on the Strawfloor Rd. property. City will continue to operate, inspect, repair and maintain its associated equipment and CWL will operate, inspect, repair and maintain its associated equipment.

CWL and City would like the opportunity to partner with each other on any future towers, buildings, etc. that either may decide to construct and each party agrees to include the other party in any discussions on towers they decide to construct.

CWL is vacating the dedicated one block of its system talk groups on the City's turbo radio system.

2. Effect on Agreement. Except as modified by this First Amendment, all other terms and conditions of the Joint User Agreement shall remain in full force and effect.

3. Defined Terms. All capitalized terms used herein shall have the same meanings assigned to such terms in theJoint User Agreement unless otherwise stated herein.


4. Amendment. The Joint User Agreement shall not be further modified or amended except by a written document executed by both parties hereto.


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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Radio Tower Joint User Agreement to be effective as of the Effective Date.

CITY OF JONESBORO, ARKANSAS

CITY WATER & LIGHT PLANT OF THE
CITY OF JONESBORO, ARKANSAS

By: 
Name: Harold Copenhaver
Title: Mayor

By: 
Name: JAKE RICE III
Title: GENERAL MANAGER