



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, May 26, 2026

4:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

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

### 3. APPROVAL OF MINUTES

[MIN-26:045](#) Minutes for the Finance Committee meeting on Tuesday, May 12, 2026.

Attachments: [Minutes](#)

### 4. NEW BUSINESS

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-26:056](#) A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY EASEMENT FROM ARKANSAS STATE UNIVERSITY FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent ROW Easement.pdf](#)

[RES-26:058](#) A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT IN CONNECTION WITH THE DEFEASANCE OF BONDS ISSUED TO SUPPORT COLSON CASTER LLC AND ITS AFFILIATES; TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY RELATED TO THE BONDS; AND FOR OTHER PURPOSES

Attachments: [Escrow Deposit Agreement - Jonesboro \(2026\).pdf](#)

[RES-26:059](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC FOR THE YEAR OF 2026

Sponsors: Parks & Recreation

Attachments: [JETS Signed Agreement.pdf](#)

### 5. PENDING ITEMS

**RES-26:044** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH JONESBORO COMMUNITY DEVELOPMENT CORPORATION (NJCDC) TO LEASE SPACE AT 911 MAGNOLIA ROAD

**Sponsors:** Mayor's Office

**Attachments:** [Magnolia Lease Agreement \(Revised 04.01.2026\).docx](#)

**Legislative History**

5/12/26	Finance & Administration Council Committee	Postponed Temporarily
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**6. OTHER BUSINESS**

**7. PUBLIC COMMENTS**

**8. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-26:045

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Minutes

Minutes for the Finance Committee meeting on Tuesday, May 12, 2026.



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, May 12, 2026

4:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

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

**Present** 4 - John Street; Ann Williams; Charles Coleman and Brian Emison

**Absent** 3 - Joe Hafner; Anthony Coleman and David McClain

### 3. APPROVAL OF MINUTES

[MIN-26:041](#)

Minutes for the Finance Committee meeting on Tuesday, April 28, 2026.

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

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

**Aye:** 3 - John Street; Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner; Anthony Coleman and David McClain

### 4. NEW BUSINESS

#### *ORDINANCES TO BE INTRODUCED*

[ORD-26:016](#)

AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE APPROVAL OF A BOND PURCHASE AGREEMENT AND A PAYMENT IN LIEU OF TAXES AGREEMENT IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES

**Attachments:** [Trust Indenture - Jonesboro - InnovAsian \(2026\).pdf](#)  
[Lease Agreement - Jonesboro - InnovAsian \(2026\).pdf](#)  
[PILOT Agreement \(InnovAsian Jonesboro\)\(2026\).pdf](#)  
[Recognition of Prior Interests Nondisturbance and Attornment Agreement \(I](#)  
[Bond Purchase Agreement - Jonesboro - InnovAsian \(2026\).pdf](#)  
[Notification Letter to State Officials - InnovAsian PILOT Agreement.pdf](#)  
[Notification Letter to Local Officials - Jonesboro - InnovAsian PILOT.pdf](#)

*Chairman Brian Emison said, at this time, I'll have Ms. Michele Allgood come up and tell us a little bit about this instrument. Mitchell Williams Law Firm Attorney Michele Allgood approached the podium and said, so I just want to respond to some questions that I have seen. First of all, this is a project that the city is facilitating. As you know, the purpose of these bonds is to implement the tax abatement. It does not result in an actual financial obligation to the city. None of the city's revenues, none of their taxes, none of their revenues will be used or can be used to facilitate this project. The bonds will be issued and will be purchased by an affiliate of the company. So, it's similar if you borrow money from your 401k and then pay yourself back. That's essentially what the company is doing. They are lending themselves the money so that we can implement the tax abatement. So, again, just want to emphasize no financial obligation on behalf of the city in connection with us.*

*At the previous meeting of the City Council, the resolution was approved that set the public hearing. So, we are required by Arkansas law to have a public hearing before the City Council can adopt this ordinance. So, we're getting the cart before the horse a little bit. You noticed whenever Brian was reading the ordinance, we have published the notice of public hearing on May 8th. It will be published again on May 15th. And so, that will happen at 5:25 pm on May 19th right before your City Council meeting.*

*I'm happy to answer any other questions, but again, just want to emphasize that this does not result in a financial obligation for the city. And also, there's been some confusion, Nichirei is a Japanese entity. Chairman Brian Emison said, great. Thank you, Michele.*

*Patti Lack, 4108 Forrest Hill Road, approached the podium and said, and Michele, I'll probably have you just come up here and answer some questions on that, because I have to tell you all what you've read, Brian, you know, that is all foreign. And I don't understand. It's just kind of really basic questions that I know I've been asked by a lot of people on that. And I'd looked up on, you know, why Arkansas allows to have bonds issued to get the companies talking about investments and business incentives and stuff like that. So, from this is that we're doing \$180,000,000 bond for this company to build this facility. In an article and it was with Mark that had mentioned, it was mentioned is that Nichirei will make a capital contribution of approximately \$105,000,000 to this company in 2026 to initiate the project. So, you're talking about \$105,000,000 plus using the \$180,000,000? I don't understand that. Michele Allgood approached the podium and said, no. So, the \$105,000,000 will go towards the \$180,000,000. So, the \$180,000,000 is a not to exceed amount. What they are estimating, what they hope their budget will end up being is \$105,000,000, but up to \$180,000,000 could be invested by Nichirei here in Jonesboro to build this facility. And so, again, the bonds are a conduit. So, the money is going to come through the company, pass through the bond structure and then circle back to the company. And the reason that we have to have that conduit, that pass through, is to comply with Arkansas law and case law with respect to the local incentives that are available to allow the tax abatement. Patti Lack said, okay so, why would there be a \$75,000,000*

is a lot of difference between the two. Why that much of a difference? Michele Allgood said, so, part of this is the company structure. So, the \$105,000,000 coming from the parent company...So, they're making a capital infusion into it. That isn't the only money the company is putting into the project. It is what they have identified to this point in time.

Patti Lack said, okay, okay. Next question to you is that I know that in companies in Blytheville, Osceola, you look at the steel mills and companies building manufacturing and stuff like that. I kind of looked into that and those cities did not need to offer a bond. Why? Michele Allgood said, actually, that...You don't have the right information there. So, all of the steel mills, Big River Steel, U.S. Steel, and Highbar all of those through the city of Osceola use an ordinance that looks identical to this because I did it. Patti Lack said, ok. Michele Allgood said, they issued bonds up to, the largest bond that was issued was for U.S. Steel and it's over \$3,500,000,000. Patti Lack said, ok. Michele Allgood said, so, they use the same structure and again it is the same process. They're lending themselves money and it does not result in financial obligation to the cities.

Patti Lack said, okay, okay. That's good to know on there. So, the incentive to the company is that they're going to be exempt from paying real estate taxes on the property. What is the dollar amount that it would be if they were paying it on that property? Michele Allgood said, so, they're not exempt...Technically, they're exempt from property taxes, but they are paying a portion of the taxes. So, right now the property taxes that are being paid on this green field is not a lot. It's just whatever it is. When they invest up to \$180,000,000 then it will be the millage that is associated with that plot of land, which is in the Nettleton school district and will calculate the math, the pilot payment, the same way that your and my ad valorem taxes are calculated for our house, for our cars. And then when we get to the number, then it's 35% of what would otherwise be due. So, if they owe \$100 without abatement they will pay \$35 for the property. Patti Lack said, okay. Michele Allgood said, which in this instance, I don't know what the actual number increase is, but is a significant increase over the taxes that are currently being paid for that dirt. Patti Lack said, so, when you say significant, what are you talking number wise? Michele Allgood said, well, whatever the taxes would be on \$180,000,000 because right now...Patti Lack said, and that would be what? Michele Allgood said, I would have to do the math. We can be prepared to give you some examples or to have some of the calculations at the City Council meeting.

Patti Lack said, okay. Are there any other perks that this company will get other than these two?

Michele Allgood said, not from the City of Jonesboro. So, they will likely be entering into incentive agreements with the State of Arkansas and with the State of Arkansas those incentives typically relate to workforce and some of the rebate they get on the taxes that they pay.

Patti Lack said okay. And last question for you. So, you look at we had a factory, Butterball. Michele Allgood said, okay. Patti Lack continued, okay. And it sits there and I know that is 24,000 square feet and there was 180 workers that left there. And so, the square feet of this facility is going to be 175,000 square feet and there's 200. So, it's a much larger facility, I mean, on there, but not employing that many more people. I think Butterball is that you never thought they would go close their shop. What happens, and hopefully not, what happens if this business closes shop here? What happens? Michele Allgood said, well, with respect to the tax abatement then there isn't any effect. So, for purposes of ad valorem tax abatement and pilots it is not tied to the number of employees or the operation of the facility. Even if you weren't

*living in your house, you'd still have to pay taxes on it if you were the owner. So, the same thing goes for this company. So, even if they're not operating they would still have to make the agreed pilot payments that they told the city they're going to make. Patti Lack said, okay. Thank you. Thank you, that was very helpful. Thank you. Chairman Brian Emison said, sure. You're welcome. Thank you. Thank you, Michele.*

*Chairman Brian Emison said, thank you everybody for putting up with my horrible pronunciations at some points throughout that. City Attorney Carol Duncan said, it made me feel better. I mispronounced it last time.*

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

### RESOLUTIONS TO BE INTRODUCED

[RES-26:043](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED WAY OF GREATER JONESBORO TO LEASE SPACE AT 407 UNION AVENUE

**Sponsors:** Mayor's Office

**Attachments:** [United Way Lease Agreement \(Revised 11.25\).docx](#)

*Patti Lack, 4108 Forest Hill Road, approached the podium and said, looking at the contract here is that this contract started in December 1st of 2025, and it goes for 10 years. Why are we just getting to it right now? City Attorney Carol Duncan said, we had some back and forth on editing of it. That's why. I mean, we could have changed the start date, but it's just updating a previous lease, but we wanted to put some more details in it. Patti Lack said, okay. And it says for business purposes. The city's going to use it? City Attorney Duncan said, United Way. Patti Lack said, United Way is going to use it. City Attorney Carol Duncan said, they're currently using it. They have been using it. It's just updating their lease that they've had for some time. Patti Lack said, okay. Thanks*

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:044](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH JONESBORO COMMUNITY DEVELOPMENT CORPORATION (NJCDC) TO LEASE SPACE AT 911 MAGNOLIA ROAD

**Sponsors:** Mayor's Office

**Attachments:** [Magnolia Lease Agreement \(Revised 04.01.2026\).docx](#)

*Patti Lack, 4108 Forest Hill Road, approached the podium said, so, Carol, this is the same thing because it was from January to December. City Attorney Carol Duncan*

said, I do think it's the same in that we were still making some changes to the lease. It is a new lease, though. Yeah.

Chief Operating Officer Tony Thomas approached the podium and said, it is a new lease, and both organizations have operated out of this building. They were prior tenants with Magnolia Road. They have operated out of the facility since January, since we acquired in June of 2025. So, and in initiating the lease, we went back and forth in working out the language and it officially began January 1st. Councilmember Ann Williams said, but the main lessor will be North Jonesboro TV. Tony Thomas said, correct. Councilmember Ann Williams said, I think I spoke to Brian about it, and I was under the impression that he was going to speak to you about this as far as tabling it, because I think there may need to be more details worked out as far as, like, people reserving space there and how that will be handled, especially if they have a fee and all. And I think Brianna Palmer had been willing to, and it's fun, to help with that. She's with The Diaper Storehouse. And so I think to avoid problems on down the road, maybe we can table this, because I think some of the details, just to avoid misunderstanding, because we have three groups working out there, and the FANN and North Jonesboro CDC and The Diaper Storehouse, they're located there now. And I personally think it would be good if there's no harm in it or no problems as far as postponing or tabling it until we could have that worked out. Tony Thomas said, I'm just trying to understand. Councilmember Ann Williams said, because I was thinking that there will be whoever is leasing it will be in charge of scheduling groups there and all that. And I think it might be good to have that worked out as far as who will have the responsibility of that, whether it's one of the groups, one of these parties mentioned, in addition to the North Jonesboro CDC, The Diaper Storehouse and FANN, and they do have meetings there, but they might have other meetings there. Who will be in charge of... Tony Thomas said, that scheduling. And I think as a part of our discussion with those two groups, we needed a primary lease team. We needed someone as a primary, and as a part of any sublease. And we have an approved sublease that we use with all of our entities, and we have those details as a part of that sublease. Councilmember Ann Williams said, have you spoken to Brianna Palmer? Tony Thomas said, yes, I have. Councilmember Ann Williams said, okay. All right. Tony Thomas said, I mean, I'm open either way, but, you know, just like with United Way, we have one lessor, and then they sublease to two other entities as a part of that. And so, I just think having a lease with multiple parties is a little trickier. We need someone in charge, and then as a part of those subleases, and the resolution actually approves FANN and The Diaper Storehouse as approved entities already. Normally they have to come through our office and get approval, but we're approving that today. So, we know FANN, we know The Diaper Storehouse will be there, and then in that sublease, we're working on that language. We'll sit down with all parties. We're working on that language in order to ensure that that kind of control is worked out among the entities. Councilmember Ann Williams said, you know, I realize, and also, though, it's a responsibility for whoever does it as a primary leasing person, that scheduling the groups and making sure they, you know, can get in and out and all that. Tony Thomas said, not necessarily. If the sublease allows others to partake in that responsibility, then that's something we can approve. Councilmember Ann Williams said, okay. I could just understand it complicated, but I could also see, you know, how it could be a little bit tricky. Tony Thomas said, but whatever the wishes of the committee are today, we'll be obligated by that and work on terms of a lease or sublease or whatever.

Councilmember Ann Williams said, okay. I would move that we table this because I think there are some questions from what I've heard from people involved. If that's all right. Will there be any harm in tabling it until the next Finance Committee meeting? Tony Thomas said off mic, no, if that's the wishes of the committee. That's it. We're

good. Councilmember Ann Williams said, all those three parties have been there for some time and operating, so there shouldn't be any harm in postponing it two weeks, would there? Tony Thomas approached the podium and said, yeah. Again, there's no issue with postponing or tabling it until the next meeting. Again, I just want to know what is the desire of the committee in regards to what we bring back. Councilmember Ann Williams said, okay, sure. I would move that we table this until the next Finance Committee meeting, if that's possible. Councilmember John Street said, who did the second on that? Dr. Coleman. If he's willing to remove the second, I'll remove my motion. Councilmember Dr. Charles Coleman said, yeah, I'll remove the second. Councilmember John Street said, okay, I'll move my motion to forward to the council, and I'll move we postpone temporary for two weeks. Councilmember Ann Williams said, okay, second.

Councilmember John Street motioned, seconded by Councilmember Ann Williams, to postpone temporarily RES-26:044 for two weeks. All voted aye.

**A motion was made by John Street, seconded by Ann Williams, that this matter be Postponed Temporarily . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:046](#)

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2026 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE CITY OF JONESBORO TRANSPORTATION SYSTEM (GOJO)

**Sponsors:** JETS and Grants

**Attachments:** [FY26-certifications\\_0.pdf](#)

Chairman Brian Emison said, I think I'm ready at this point just to go back to title only, so if anybody has any questions about the language they're in, please let me know and I'll be happy to read it in its entirety.

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:050](#)

A RESOLUTION TO AUTHORIZE THE CITY OF JONESBORO, ARKANSAS, TO APPROVE USE OF THE ARKANSAS WIRELESS INFORMATION NETWORK (AWIN) WITH NECESSARY EQUIPMENT PURCHASES FOR THE GOJO TRANSIT SYSTEM

**Sponsors:** E911, JETS and Information Systems

**Attachments:** [Jonesboro JETS bus Quote for AWIN -3251790.pdf](#)  
[SOA OPTIONS LTR Jonesboro GOJO 20260306.pdf](#)

Patti Lack, 4108 Forest Hill Road, approached the podium and said, I was wondering if Lee could come up here and explain this one. I'd appreciate it. Thanks. Chairman Brian Emison said, Lee, would you mind coming to the podium, sir? JETS Director Lee Wells approached the podium and said, absolutely. Chairman Brian Emison said,

*thank you sir. Director Lee Wells said, so the AWIN system, or the Arkansas Wireless Information Network, is a system for radios. That is something that a majority of the city actually utilizes currently. The AWIN system we are not on. We actually use another system, which is an older system that the city had. It's a Moto Turbo, I believe, is what that system is. That system will still stay in effect as a backup system in case of any emergencies. The AWIN system is what most of the city is on now, specifically the police, fire, and things like that, and with GOJO as the transit system being a part of the emergency system in case there were ever a need for mass transportation or anything like that, and also just for general communication to have that same connection that the rest of the city has. We are needing to upgrade our system and change over to that AWIN format. This will give approval for us to enter into that AWIN program and then also to allow for us to use budgeted funds to purchase the necessary equipment to have our entire fleet to operate on that system.*

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:051](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A BUREAU OF JUSTICE ASSISTANCE FY2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

**Sponsors:** Grants and Police Department

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:052](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2027 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

**Sponsors:** Grants and Police Department

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:053](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SAFE STREETS AND ROADS FOR ALL GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION

**Sponsors:** Grants

**A motion was made by John Street, seconded by Charles Coleman, that this**

**matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

[RES-26:054](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO EXECUTE A RELEASE AND WITHDRAWAL OF PETITION OF PROPERTY LOCATED ALONG STRAWFLOOR DRIVE

**Sponsors:** Parks & Recreation

**Attachments:** [Release and Withdrawal of Petition.pdf](#)

*Chairman Brian Emison said, I believe that we have Mr. Sloan and his legal counsel, here with us today. And if either of you would like to come up and tell us a little bit about this item, please. Bradley Isbell, counsel for Sloan Properties approached the podium and said, absolutely, Brian. I'm Bradley Isbell, counsel for Mr. Sloan as well as E Sloan Farms and the other involved parties in this requested release. So, whenever this petition was signed and delivered back in 1998, there was a proposed project at that time to widen portions of Strawfloor Drive. And following discussions between city officials and Mr. Sloan on behalf of his respective entities, he agreed to, or those entities agreed to, donate lands necessary for the widening of Strawfloor Drive in connection with that project. That project was never actually completed or started. As a result, there was never any acceptance by the city of those donated areas of land. They were never used, and that area is actually developed around the existing Strawfloor Drive at the width that it presently sits at. So, what we're asking is simply an acknowledgment from the city that that donation has been released. The donating entities have since withdrawn that donation. I believe Arkansas law would affirm that the donation was effectively withdrawn upon the donor's withdrawal of it. But because this petition was actually recorded in the land records, a title company is not going to take my word or Mr. Sloan's word, unfortunately, for the effectiveness of that withdrawal. And so just as a matter of good practice, we're requesting that there be a bilateral release and withdrawal of that donation executed by the city, as well as those entities, and then recorded in the land records to clear up that title issue.*

*I'll also note, and I think it's important, that this release would in no way affect the right-of-way for Strawfloor Drive as it exists presently. This pertains only to the portions alongside the right-of-way on either side of Strawfloor Drive that were contemplated to be included in the road widening project, but that ultimately weren't used for any type of road widening project. And I'm happy to answer any questions that the committee or the public or administration has on this.*

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

**Aye:** 3 - John Street;Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner;Anthony Coleman and David McClain

**5. PENDING ITEMS**

**6. OTHER BUSINESS**

[COM-26:030](#)

Handout from Parks and Recreation Director Jim Stearns Regarding the Shooting Sports Complex Answers to Questions Asked

**Attachments:** [Jim Stearns Handout on SSC for Finance Committee 05122026.pdf](#)

*Chairman Brian Emison said, I believe that if Mr. Jim Stearns, if he would like to come up, I believe that we've got some information in front of us about some previous questions that was asked about the gun range. And I think that he's prepared to present those numbers for us today. Parks Director Jim Stearns approached the podium and said, Councilman McClain asked me last Finance meeting to bring a little report for the range. And before you you have a little summary, you can see that that number that you see at 2023, 2024, and 2025, that's a loss of \$412,000. So that totals \$1.415 million over the last three years. Just a profit loss, revenue loss statement. There were some specific questions, I think, a few that he had asked about members. And you can see that I've listed 2024 and 2025 of memberships that were sold or renewed. In 2024, that was 359, and in 2025, that was 342 that were sold. So, we're staying pretty steady with yearly or annual memberships. And those are at a \$100 a year. One of the questions, they were talking about total revenue from dues paid members. And there wasn't really a lot of information that we could collect on that. So, I just kind of answered that.*

*But then you can see in question number three, where they asked about the membership and participants. 2024, non-members, saw 2,613 pistol and rifle participants. And then the trap and skeet side had 5,900 rounds of trap or skeet. And that's 25 clays equals per round. And then 2024, members shot 3,129 participants on the pistol rifle side. And 3,446 rounds that were purchased on the trap skeet side. And then you can see as well as the archery range, we had 126 non-member archery participants and 259 member participants. In 2025, those numbers improved slightly. Of non-members, we had 2,682 pistol rifle participants. Trap and skeet and 5 stand, had 7,600 non-member rounds of trap or skeet. And then members had 1,404 pistol rifle participants were trap and skeet, grew to about the same as it was in 2024. 3,492 rounds purchased. And then 199 on archery, 254 member participants.*

*And in the finance report, you can kind of see the numbers of gross sales. On the last page with question four, 2024 had a total of \$208,087 of gross sales. And 2005 had \$238,966 of gross sales that year. So that's just a quick summary of what they were asked. I'm sure there may be questions in the next Finance meeting in a couple weeks. I'll be prepared as well if there's some more discussion. You guys have those numbers, you certainly reach out if you have questions. But I'd entertain any questions that you may have at this time.*

**Read**

## **7. PUBLIC COMMENTS**

## **8. ADJOURNMENT**

**A motion was made by John Street, seconded by Ann Williams, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 3 - John Street; Ann Williams and Charles Coleman

**Absent:** 3 - Joe Hafner; Anthony Coleman and David McClain



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:056

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY EASEMENT FROM ARKANSAS STATE UNIVERSITY FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

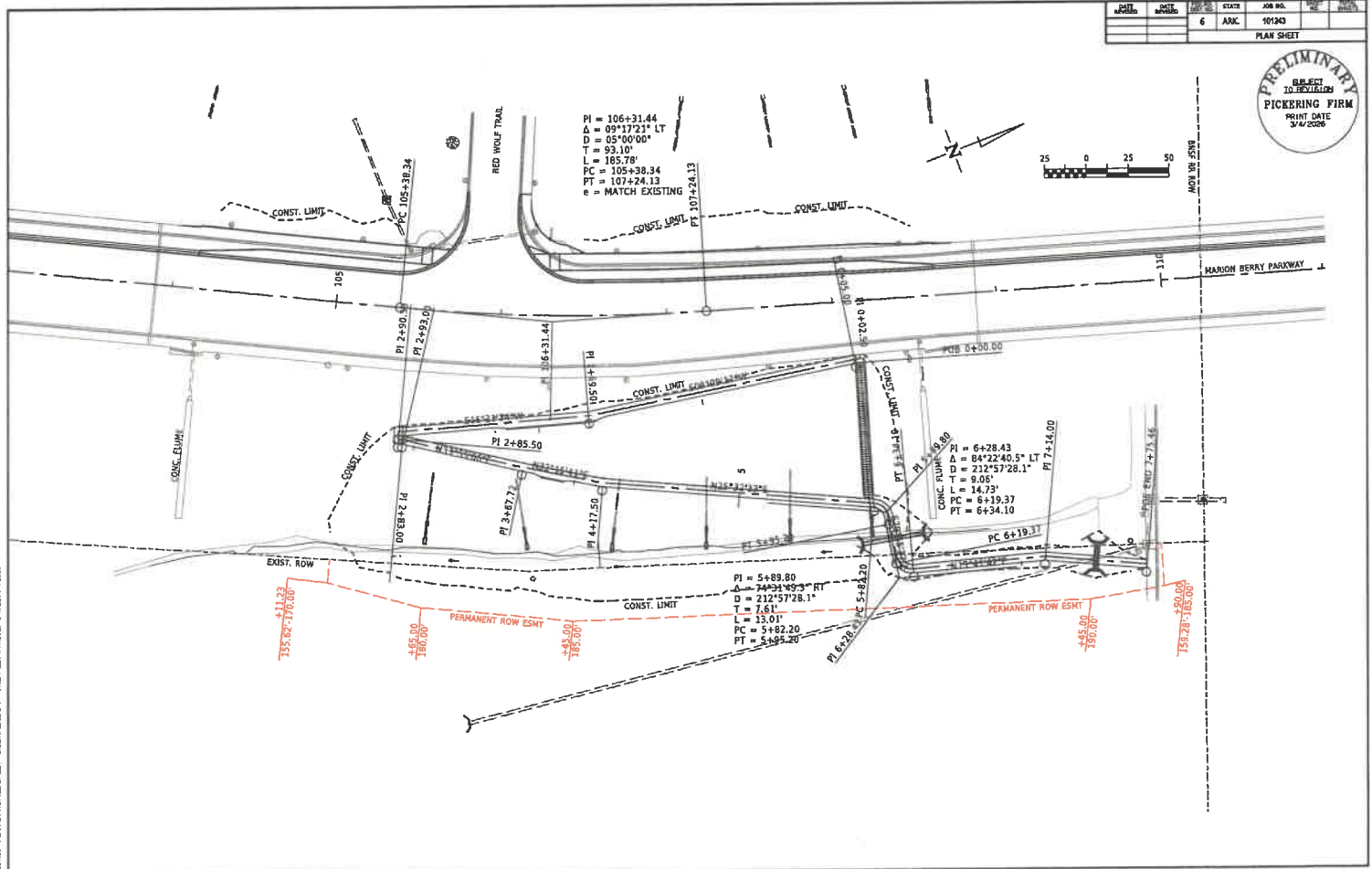
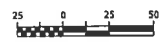
WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

Part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, more particularly described as follows: BEGINNING at the Southwest Corner of the Southwest Quarter of the Southeast Quarter of Section 17, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas; thence North 00°00'00" East, 785.28 feet; thence North 90°00'00" East, 829.63 feet to the POINT OF BEGINNING PROPER; thence North 24°36'19" East, 121.65 feet; thence North 18°38'58" East, 382.20 feet; thence South 72°46'21" East, 25.72 feet; thence South 10°53'14" West, 45.28 feet; thence South 18°43'28" West, 312.81 feet; thence South 26°16'07" West, 92.86 feet; thence South 35°57'42" West, 58.75 feet; thence North 63°29'00" West, 14.38 feet to the POINT OF BEGINNING PROPER; containing 0.3 acres, more or less, subject to all Right-Of-Way and Easements of record.

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

Section 1: The Mayor and City Clerk are hereby authorized to accept the right-of-way described above.

DATE	BY	CHECK	JOB NO.
6	ANC		40243
PLAN SHEET			



2025.03 - PLAN & PROFILE SHEET - BORDWALL/COON CREATED: 11/10/2025 DRAWN: MCD22

Return recorded document to:  
CITY OF JONESBORO  
300 South Church Street  
Jonesboro, AR 72401

The above space is reserved for Craighead County recording information

## PERMANENT RIGHT-OF-WAY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** (01-144171-00800)

That, **STATE OF ARKANSAS**, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent right-of-way across the following described real property in Craighead County, State of Arkansas, to-wit:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 785.28 FEET; THENCE NORTH 90°00'00" EAST, 829.63 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 24°36'19" EAST, 121.65 FEET; THENCE NORTH 18°38'58" EAST, 382.20 FEET; THENCE SOUTH 72°46'21" EAST, 25.72 FEET; THENCE SOUTH 10°53'14" WEST, 45.28 FEET; THENCE SOUTH 18°43'28" WEST, 312.81 FEET; THENCE SOUTH 26°16'07" WEST, 92.86 FEET; THENCE SOUTH 35°57'42" WEST, 58.75 FEET; THENCE NORTH 63°29'00" WEST, 14.38 FEET TO THE POINT OF BEGINNING PROPER; CONTAINING 0.3 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHT-OF-WAY AND EASEMENTS OF RECORD.

This right-of-way easement is for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner Info

BY:

Signature: Russ Hannah

Name: Russ Hannah

Title: Chief Financial Officer

**ACKNOWLEDGMENT**

STATE OF Arkansas.

COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Russ Hannah, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 13 day of May, 2021.

Notary Public (Signature): Patsy Bishop

My Commission Expires: 11-20-2034

PATSY BISHOP  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 11-20-2034  
COMMISSION# 12401424

**EXECUTIVE SUMMARY**

Contact: Russ Hannah (870) 972-2285

**ACTION ITEM:** Arkansas State University (A-State) seeks approval to grant a permanent right-of-way easement to the City of Jonesboro, Arkansas, located across A-State property in section 17, Township 14 North, Range 4 East, in Jonesboro, Craighead County, to construct and maintain pedestrian and bicycle infrastructure improvements.

**ISSUE:** The Board of Trustees must approve the conveyance of easements affecting university property.

**BACKGROUND:**

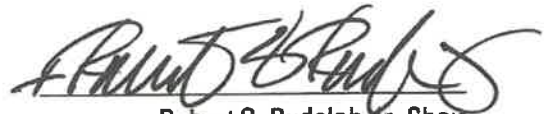
- Arkansas State University owns real property in Jonesboro, located in Section 17, Township 14 North, Range 4 East, the southwest quarter of the southeast quarter of which the City of Jonesboro has requested a permanent right-of-way easement for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements.
- The easement, as shown and legally described in Exhibit A (Legal Description) and Exhibit B (Easement Map), will provide the City of Jonesboro access for these construction and maintenance projects, while preserving ASU's property rights and ensuring that all activity remains consistent with university operations.
- The Chancellor of Arkansas State University and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

**RECOMMENDATION/RESOLUTION:**

Be it resolved that Arkansas State University is approved to grant a permanent right-of-way easement to the City of Jonesboro, Arkansas, across A-State property, located in Section 17, Township 14 North, Range 4 East, in Jonesboro, Craighead County, Arkansas, as described in the attached easement document. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.



Price Gardner, Secretary



Robert G. Rudolph Jr., Chair



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:058

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT IN CONNECTION WITH THE DEFEASANCE OF BONDS ISSUED TO SUPPORT COLSON CASTER LLC AND ITS AFFILIATES; TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY RELATED TO THE BONDS; AND FOR OTHER PURPOSES

WHEREAS, the City previously issued its \$11,000,000 Taxable Economic Development Revenue Bonds (ADFA/AEDC Guaranty Programs) (Colson Caster Project) Series 2022A (the “Series 2022A Bonds”) and its \$4,000,000 Taxable Economic Development Revenue Bonds (Colson Caster Project) Series 2022B (the “Series 2022B Bonds,” and collectively with the Series 2022A Bonds, the “Defeased Bonds”) pursuant to the terms of a Trust Indenture dated as of April 19, 2022 between the City and First Security Bank (the “Trustee”); and

WHEREAS, contemporaneous with the issuance of the Defeased Bonds, the City issued its not to exceed \$9,000,000 Taxable Economic Development Revenue Bonds (Colson Caster Project), Series 2022C (the “Series 2022C Bonds” and together with the Defeased Bonds, the “2022 Bonds”); and

WHEREAS, proceeds of the 2022 Bonds were loaned to Colson Caster LLC and its affiliates (the “Company”) to finance the acquisition and construction of manufacturing facilities, infrastructure and improvements and the acquisition and installation of facilities and equipment for the development, manufacture, warehousing and distribution of casters and wheels located at 2121 Barnhill Road, Jonesboro, Arkansas (the “Project”); and

WHEREAS, contemporaneous with the issuance of the 2022 Bonds, the Company (i) granted a mortgage to First Security Bank, as collateral agent, to secure the Company’s obligations under guarantees from the Arkansas Development Finance Authority and the Arkansas Economic Development Commission supporting the Series 2022A Bonds and the Company’s obligations with respect to the Series 2022B Bonds and (ii) implemented a sale-leaseback transaction with the City in order for the Project to be eligible for ad valorem property tax abatement; and

WHEREAS, the Project was constructed and is operational; and

WHEREAS, the Company is exercising its option to repurchase the real estate and buildings comprising the Project for a price that is sufficient to defease the Series 2022A Bonds and the Series 2022B Bonds; and

WHEREAS, the City, the Trustee, and the Escrow Agent (as defined below) will enter into an Escrow Deposit Agreement to make adequate provision for the retirement, at maturity and upon redemption prior to maturity on April 1, 2027, of the Defeased Bonds; and

WHEREAS, this resolution is adopted to authorize the execution of one or more deeds to transfer title to the referenced real estate upon the exercise of the option in compliance with the provisions of Ark. Code Ann. § 14-54-302 relating to the transfer of real property owned by a municipality.

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

Section 1. That there be and is hereby authorized the execution and delivery of the Escrow Deposit Agreement (the “Escrow Deposit Agreement”) by and between the City, the Trustee, and First Security Bank, as escrow agent (the “Escrow Agent”), and the Mayor and City Clerk are hereby, authorized to execute, acknowledge and deliver the Escrow Deposit Agreement for and on behalf of the City. The Escrow Deposit Agreement is hereby approved substantially in the form submitted to this meeting.

Section 2. The Mayor and City Clerk are authorized to execute, acknowledge and deliver all papers, affidavits, statements, documents, certificates, deeds, releases, and other instruments that may be required to evidence the transfer of title to the real estate and buildings, to release or consent to the release of liens and encumbrances securing or related to the Defeased Bonds, and to satisfy the requirements of the title company assisting with the closing of the repurchase of such property. All such instruments shall be subject to the review and approval of the City Attorney prior to execution and delivery.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the “Agreement”) is made and effective as of \_\_\_\_\_, 2026, by and among the **CITY OF JONESBORO, ARKANSAS** (the “City”), **FIRST SECURITY BANK**, Searcy, Arkansas (as “Escrow Agent”), and **FIRST SECURITY BANK**, Searcy, Arkansas (the “Trustee”).

### WITNESSETH:

**WHEREAS**, the City previously issued its \$11,000,000 Taxable Economic Development Revenue Bonds (ADFA/AEDC Guaranty Programs) (Colson Caster Project) Series 2022A (the “Series 2022A Bonds”) and its \$4,000,000 Taxable Economic Development Revenue Bonds (Colson Caster Project) Series 2022B (the “Series 2022B Bonds,” and collectively with the Series 2022A Bonds, the “Defeased Bonds”) pursuant to the terms of a Trust Indenture dated as of April 19, 2022 between the City and First Security Bank (the “Trustee”); and

**WHEREAS**, the purpose of this Agreement is to make adequate provision for the retirement, at maturity and upon redemption prior to maturity on April 1, 2027, of the Defeased Bonds; and

**WHEREAS**, the Trustee is trustee and paying agent for the Defeased Bonds and will serve as Escrow Agent.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged, the City, the Escrow Agent and the Trustee agree as follows:

1. Simultaneously with the execution and delivery of this Agreement, Colson Caster LLC and its affiliates (the “Company”) has exercised an option to purchase property from the City at a purchase price equal to the amounts necessary to defease the Defeased Bonds and to pay the costs and expenses of the Escrow Agent. From the proceeds of the sale, the City has delivered or will cause the Company to deliver to the Escrow Agent immediately available moneys in the amount of \$ \_\_\_\_\_.

2. The Escrow Agent shall apply the moneys described in paragraph 1 above, as follows:

(a) \$ \_\_\_\_\_ shall be paid to the Escrow Agent. The Escrow Agent accepts such amount as full payment for its services performed and to be performed under this Agreement.

(b) The remaining \$ \_\_\_\_\_ and investments therefrom and investment earnings thereon shall constitute the Escrow Deposit Fund (“Escrow Fund”) under this Agreement.

3. The available moneys in the Escrow Fund shall be (i) deposited into an interest-bearing account, which is fully insured by the Federal Deposit Insurance Corporation, or (ii) invested in obligations the principal of and interest on which are fully guaranteed by the United States of America (the "Investments"), or (iii) left uninvested. The Investments are listed on **Schedule I**. The Investments have been paid for from available funds in the Escrow Fund on the date of this Agreement. The Escrow Agent holds in the Escrow Fund (or has the right to receive principal of and interest on) the Investments.

4. The Escrow Agent will hold the Escrow Fund (including earnings thereon) in trust for the sole and exclusive benefit of the owners of the Defeased Bonds, and shall apply the Escrow Fund solely to the payment of principal of and interest on the Defeased Bonds. **Schedule II** attached hereto contains a schedule of requirements for such principal (at maturity and upon redemption prior to maturity) and interest. **Schedule III** attached hereto shows the availability and application of moneys in the Escrow Fund necessary to meet the requirements set forth in **Schedule II**.

5. The Escrow Agent shall withdraw from the Escrow Fund on or prior to April 1, 2027, and remit to the Trustee the amounts necessary to pay as due all principal and interest on the Defeased Bonds (as set forth in **Schedule II**).

6. The Escrow Agent agrees to remain in office as Escrow Agent until all of the Defeased Bonds have been retired.

7. The Trustee agrees to remain in office as trustee, paying agent and bond registrar for the Defeased Bonds until all of the Defeased Bonds have been fully paid. The Trustee has been prepaid for its services performed and to be performed as trustee and paying agent as provided in paragraph 1. The Trustee shall be entitled to reasonable compensation for its services performed and to be performed in its capacity as bond registrar (such services shall consist of the registration and transfer of the Defeased Bonds) and shall be reimbursed for its reasonable expenses in connection therewith. Upon the failure of the City to make any payment to the Trustee when the same is due, the Trustee may, by action at law or in equity, take appropriate action to collect past due compensation together with its court costs and reasonable attorney fees in connection therewith. However, no failure of the Trustee to receive compensation shall relieve the Trustee of its obligation to remain in office as trustee, paying agent and bond registrar until all Defeased Bonds are paid in full.

8. (a) The City hereby calls all of the Defeased Bonds for redemption prior to maturity on April 1, 2027.

(b) The Trustee shall give notice of call of the Defeased Bonds to all then registered owners of the Defeased Bonds. Such notice shall be in such manner as required by the Defeased Bonds, shall be given not less than 30 days prior to the redemption date, and shall be in substantially the form attached as Exhibit A.

9. Any balance remaining in the Escrow Fund after the retirement of all Defeased Bonds shall be paid to the City for deposit into the Bond Fund (as defined in the trust indenture pursuant to which the Bonds are issued).

10. This Agreement shall be irrevocable, and the agreements herein set forth shall be strictly performed and enforced. Except for the purpose of curing any ambiguity herein or further assuring the security and rights hereunder of the holders of the Defeased Bonds, this Agreement shall not be modified, altered or amended by the parties hereto without the prior written consent of the holders of all of the outstanding Defeased Bonds.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the year and date first above written.

**CITY OF JONESBORO, ARKANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**FIRST SECURITY BANK,**  
Searcy, Arkansas, as Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST SECURITY BANK,**  
Searcy, Arkansas, as Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE I**  
**ESCROW FUND INVESTMENTS**

[to be inserted]

**SCHEDULE II**  
**SCHEDULE OF REQUIREMENTS FOR PAYMENT**  
**OF DEFEASED BONDS**

**Series 2022A Bonds**

<u>Payment Date</u>	<u>Interest (\$)</u>	<u>Principal (\$)</u>	<u>Total (\$)</u>
October 1, 2026			
April 1, 2027			

**Series 2022B Bonds**

<u>Payment Date</u>	<u>Interest (\$)</u>	<u>Principal (\$)</u>	<u>Total (\$)</u>
October 1, 2026			
April 1, 2027			

**SCHEDULE III**

**SCHEDULE OF AVAILABILITY AND APPLICATION OF ESCROW FUND**

[to be inserted]

**EXHIBIT A**

**CALL NOTICE FOR REDEMPTION IN FULL**

**TO THE REGISTERED OWNERS OF CITY OF JONESBORO, ARKANSAS, TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS (ADFA/AEDC GUARANTY PROGRAMS) (COLSON CASTER PROJECT) SERIES 2022A (THE “SERIES 2022A BONDS”) AND TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS (COLSON CASTER PROJECT) SERIES 2022B**

Notice is hereby given that, pursuant to the terms of the Bonds of the issues identified above, the undersigned hereby calls for redemption on April 1, 2027 all the Bonds presently outstanding. The maturities and principal amounts of the Bonds being called are as follows:

**SERIES 2022A**

<b>MATURITY (APRIL 1)</b>	<b>PRINCIPAL AMOUNT</b>	<b>CUSIP</b>
2028	\$665,000	480258 AU6
2030	1,405,000	480258 AV4
2031	745,000	480258 AW2
2032	775,000	480258 AX0
2034	1,645,000	480258 AY8
2037	2,740,000	480258 AZ5

**SERIES 2022B**

<b>MATURITY (APRIL 1)</b>	<b>PRINCIPAL AMOUNT</b>
2037	\$4,000,000

All Bonds outstanding are called for redemption.

The Bonds being redeemed are payable at a redemption price of 100 cents on the dollar and accrued interest upon presentation of the Bonds at the Corporate Trust Office of First Security Bank, Searcy, Arkansas, as trustee (the “Trustee”).

The Bonds shall bear no interest on and after April 1, 2027.

Dated: \_\_\_\_\_, 2027.

**FIRST SECURITY BANK**  
Searcy, Arkansas

By: \_\_\_\_\_  
Trust Officer



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:059

**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 FOR  
THE YEAR OF 2026

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

WHEREAS, the City of Jonesboro ("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, the proposed usage terms were drafted in accordance to guidance by the Public Services Committee in a public meeting on May 6th, 2026; 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.

# EXHIBIT A

## FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

### JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 16 day of May 2026 (the "Effective Date").

WHEREAS, JETS 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, JETS 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 JETS 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 one (1) year commencing on the Effective Date. This Agreement may be extended on a month to month basis with pro-rated fees accordingly at the end of this term until such time as the swim facilities at the Ridge Aquatic Center is open and operational.

#### **II. Use of Facilities by JETS**

- 1) During the period of March 3, 2026 to February 28, 2027, JETS 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) JETS shall have the right to reserve the Facilities for swim meets two (2) Weekends within the Primary Usage Period. The organizers of the swim meet will complete a Special Event Application found on the parks and recreation web page at a minimum of 30 days prior to the scheduled Swim Meet. 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. Any reservations for swim meets or other events must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) JETS 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. JETS 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 JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS for use during the Primary Usage Period. JETS 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. JETS 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) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS 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. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities at the beginning of the season and be responsible for any addition fees associated with said events. 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 JETS 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 JETS 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) JETS 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 JETS. 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) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Pool Coordinator and/or Parks Director.
- 12) JETS 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) JETS will have permission to place 1 JETS banner and 1 JETS 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. JETS 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 JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Pool Director and/or Parks Director. JETS 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, JETS 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 JETS to CITY under Article IV. In no event shall CITY be obligated to JETS for any monetary damages.

#### **IV. Obligations of JETS**

JETS shall:

- 1) Pay a monthly usage fee to the CITY in the amount of \$85 per lane usage. If multiple qualified swim programs seek shared usage of the Facility, the CITY shall assign lane usage by percentage based on the number of documented participants enrolled in the program verified by the AAU on May 14, 2026, June 30, 2026, and August 31, 2026. It is the responsibility of JETS to have these numbers sent from AAU to the CITY on those dates. Should lane usage increase or decrease based upon the received numbers, the payment will be adjusted accordingly. Should the numbers received by AAU not result in an equal division of lanes, JETS lanes will be reduced by the CITY due to conflicting CITY activities. The CITY will make every effort to avoid conflicts. At no time will JETS be reduced to less than four lanes. The CITY reserves the right to ask for additional information on membership numbers at any time during the contract period. All lane fees shall be pro-rated and are due and payable each month. All fees are to be paid to the City of Jonesboro no later than the 10<sup>th</sup> of each month after the lane assignments are made.
- 2) The heating expenses for the pool shall be divided equally by the programs using the pool during the months the heat is in use and shall be invoiced by the CITY to each team after the bill has been received and payment must be remitted within ten (10) days of the invoice.
- 3) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 4) JETS 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) JETS 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 JETS 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. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 11) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS 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 JETS 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 JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.
- 14) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:
  - a. Current by-laws of JETS
  - b. Proof of insurance and indemnification
  - c. List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.
  - d. A copy of the 990 Disclosure Form Parts 1-7.

**V. Default of JETS**

a) If JETS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JETS 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 JETS 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 JETS defaults in performance of this Agreement, and after written notice from CITY, JETS 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 JETS, 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 JETS 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 JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, 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 JETS may terminate this Agreement.

**VII. Assignability and Exclusivity**

This Agreement is a privilege for the benefit of JETS only and may not be assigned in whole or in part by JETS to any other person or entity. Both parties understand that JETS 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.


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.

JONESBORO JETS

By:   
Name: James C. Rose  
Title: President  
Date: 18 May 2026

CITY OF JONESBORO:

By: \_\_\_\_\_  
Name: Jim Stearns  
Title: Director, Parks and Recreation  
3009 Dan Avenue, Jonesboro, AR 72401  
Date: \_\_\_\_\_

CITY OF JONESBORO

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

ATTESTATION:

\_\_\_\_\_  
April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:044

**Agenda Date:** 5/12/2026

**Version:** 1

**Status:** In Committee

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH JONESBORO COMMUNITY DEVELOPMENT CORPORATION (NJCDC) TO LEASE SPACE AT 911 MAGNOLIA ROAD

WHEREAS, the City of Jonesboro acquired donated property from Magnolia Road Baptist Church in June 2025; and

WHEREAS, the City of Jonesboro, Arkansas and the NJCDC desire to enter into a lease agreement for property located at 911 Magnolia Road, Jonesboro, Arkansas; and

WHEREAS, the NJCDC is a local independent non-profit in good standing with its own Board of Directors and bylaws; and

WHEREAS, in keeping with the request of the membership, Friends and Neighbors Network (FANN) and The Diaper Storehouse will continue to operate through an approved sublease as provided by the attached lease agreement; and

WHEREAS, said lease agreement is attached hereto and the terms set out therein;

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

1. The City of Jonesboro approves the Lease Agreement with NJCDC for property located at 911 Magnolia Road, Jonesboro Arkansas. That the term of the Agreement shall be for a period of one year and the rental cost for the space shall be \$1.00 to be paid annually. All other details of the agreement are set out in the attachment.
2. The Mayor Copenhaver and City Clerk April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

## LEASE AGREEMENT

This Lease Agreement (the “Lease”), is made and entered into this \_\_\_ day of April, 2026 (the “Effective Date”), by and between the **City Of Jonesboro**, hereinafter referred to as “Landlord” and **North Jonesboro Community Development Corporation**, an Arkansas not for profit corporation, hereinafter referred to as “Tenant,” based on the mutual promises, undertakings, covenants and conditions herein expressed:

WITNESSETH:

**1. Premises.** The Landlord, for and in consideration of the covenants, conditions, agreements and stipulations of the Tenant, hereinafter expressed, does hereby demise and lease unto the Tenant the following described premises situated in Jonesboro, Craighead County, Arkansas, and more particularly described as follows, with all tenements and appurtenances thereunto belonging or in any way appertaining, said premises being hereinafter referred to as the “demised premises”:

Building located at 911 Magnolia Road, Jonesboro, Arkansas.

**2. Term.** To have and to hold the same for a term of one (1) year, to commence on January 1, 2026, and to end on December 31, 2026 (the “Initial Term”).

**3. Renewal Terms; Termination.** Upon the expiration of the Initial Term and any successive renewal term, if Tenant is not in default hereunder and the Lease is in full force and effect, this Lease shall automatically renew for a one (1) year renewal term. In the event either party desires to terminate this Lease, the party desiring to terminate shall provide written notice of its intent to terminate to the other party at least six (6) months prior to the termination taking effect. The termination shall be effective as of the date that is six (6) months from the date of the notice of intent to terminate (the “Termination Date”).

**4. Purpose.** The premises shall only be used by Tenant to operate community-focused non-profit and charitable services and public meeting space.

**5. Rent.** During the term of this Lease, Tenant shall pay to Landlord as rental at the address shown above, without demand, counterclaim, deduction, or setoff, the sum of one dollar (\$1.00) per year which shall be payable in advance on the fifth day of January of each year of the lease term.

**6. Taxes.** Tenant hereby agrees to pay all real estate taxes and assessments of every nature, kind and description levied and assessed against the property as the same becomes due from time to time during the term hereof, if any. Tenant shall be responsible for all taxes attributable to the property of the Tenant on the leased premises and for all license, privilege and occupation taxes, levied, assessed, or charged against Tenant on account of operation of the business on the premises.

**7. Insurance.** Landlord shall maintain and pay for fire, hazard and extended coverage insurance on the structure of the leased premises. Tenant shall be responsible for insuring any contents of Tenant on the leased premises.

**8. Improvement and Alterations.** The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord, and all alterations, additions or improvements made by either of the parties hereto upon the leased premises, except movable equipment put in at the expense of Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the leased premises without molestation or injury. Tenant may remove its equipment provided any damage done to the leased premises in the removal of any such equipment is promptly repaired by the Tenant, and if not repaired by Tenant in a reasonable time and manner, Landlord may repair same and Tenant shall pay the cost thereof. All property of the Tenant remaining on the leased premises after the day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for cost of such removal.

**9. Repairs and Maintenance.**

(a) The Tenant shall, during the term of this Lease, at its sole expense, keep the interior of the leased premises, other than as described in item (b) below, in as good order and repair as it is at the date of commencement of the Lease.

(b) The Landlord, during the term of this Lease, shall be responsible for maintenance and repair of the structural supports, exterior walls, HVAC, electrical, plumbing, and roof in good order and repair.

**10. Liens.** Tenant agrees to pay promptly for any work or materials provided by laborers or materialmen in or about the leased premises, and Tenant shall not permit or suffer any lien to attach to the leased premises and shall promptly cause any such lien, or any claim therefor, to be released; provided, however, that in the event Tenant contests any such lien, Tenant agrees to indemnify Landlord and, if requested, to deposit with Landlord cash or surety bond in form and company satisfactorily to Landlord, in an amount equal to twice the amount of such contested claim.

**11. Law, Ordinances, Etc.**

(a) Landlord and Tenant agree to comply promptly with all laws, ordinances, orders and regulations affecting the leased premises and the cleanliness, safety, operation or use thereof and furthermore agree to comply with the regulations or requirements of any insurance underwriter, inspection bureau or similar agency with respect to the leased premises.

(b) Tenant agrees not to: (1) permit any unlawful or immoral practice to be carried on or committed on the premises; (2) make any use of or allow the premises to be used for any purpose other than that permitted under paragraph 3 that might invalidate or increase the rate of insurance thereof; (3) keep or use or permit to be kept or used on said premises any inflammable fluids (other than those normally kept or used) or explosives, without the written permission of the Landlord first obtained; (4) use the premises for any purpose whatsoever which might create a nuisance or injure the premises; (5) deface or injure the building or premises; (6) commit or suffer any waste; (7) install any electrical equipment that overloads the lines; (8) permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near

the building; and (9) abandon the premises, or allow the premises to become vacant.

(c) In connection with the installation of any electrical equipment, Tenant shall, at Tenant's own expense, make from time to time whatever changes are necessary to comply with the requirement of the insurance inspectors, underwriters and governmental authorities.

**12. Utilities.** Landlord agrees to cause the necessary mains, conduits and other facilities to be provided to supply water and electricity to the leased premises. Tenant shall be responsible for any electrical, water, or other utilities needed for its particular use of the premises. Any cost of the utility services consumed on the premises shall be paid by Tenant.

**13. Damages to Premises.** If the demised premises are partially destroyed by fire or other casualty to the extent that all of the demised premises are partially destroyed and the cost of restoring the demised premises to its condition immediately prior to such damage shall equal or exceed fifty percent (50%) of its value immediately prior to such damage, as determined by estimates of damage compiled by the carrier of the insurance maintained by Landlord, the Landlord may, at its election, (a) proceed with due diligence to repair or restore the same condition as existed before such damage or destruction, or (b) cancel the Lease as of the date of such damage or destruction by written notice not less than thirty (30) days after such damage or destruction. Should the Landlord elect to repair or restore, all rent shall abate until the demised premises are repaired or restored and possession has been redelivered to the Tenant. Should the Landlord elect to cancel, then the rent shall be adjusted as of the date on which the damage occurs.

If the premises are partially destroyed or injured, whereby the Tenant shall be deprived of only a portion of said premises, and the cost of repairing such damage shall be less than fifty percent (50%) of the value of the premises immediately prior to such damage, as determined by estimates of damage compiled by the carrier of the insurance maintained by Landlord, the Landlord will proceed with due diligence to repair the same to the same condition as existed before such damage or injury and a proportionate allowance shall be made from the rent during the period required for such repairs, in the proportion which the number of square feet of which Tenant is deprived by such damage and the making of such repairs bears to the total square feet in the demised premises.

**14. Assignment and Subletting.** Tenant may not sublet the premises in part or in full without the written consent of the landlord, and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Landlord's written consent, which consent shall not be unreasonable withheld; nor permit any transfer of Tenant's interest created hereby, except as herein provided, nor allow any lien upon Tenant's interest by operation of law. In no event shall any party other than Tenant be in privity with Landlord, with any possessory interest of a subtenant or assignee being subject to Tenant's continued possession of the premises.

**15. Access to Premises.** Tenant agrees that Landlord, its agents, employees or servants, or any person authorized by Landlord, may enter the premises at reasonable times for the purpose of: (a) inspecting the condition of the same; (b) making such repairs, additions or improvements thereto, or to the building of which they are a part, as Landlord may elect to make; and (c) exhibiting the same to prospective purchasers of the building in which the premises are contained. Tenant agrees that neither Tenant nor any person within Tenant's control will interfere with such entries.

**16. Indemnification of Landlord.** The Tenant shall defend indemnify and hold the Landlord harmless against any expense, claim, loss or liability as a result of any breach by the Tenant, Tenant's agents, servants, employees, customers, visitors or licensees, of any covenant or condition of this Lease, or as a result of the Tenant's use or occupancy of the premises, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, servants employees, customers, visitors or licensees. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, servant, customer, employee, visitor or licensee to any such sub-tenant. To facilitate the provisions hereof, the Tenant shall keep and maintain at all times during the term of this Lease, or any extension hereof, in full force and effect with a company or companies acceptable to Landlord, insurance in the following amounts: comprehensive general liability insurance in limits referred to at \$2,000,000 each person, \$2,000,000 each accident, and \$2,000,000 property damage. The policy shall cover accident or damage in or about the premises, the sidewalk in front thereof, parking areas, entranceways and all other portions of the building thereon and shall name Landlord as an additional named insured thereunder. The policy shall further contain a provision that it may not be cancelled without giving ten (10) days prior written notice of such cancellation to Landlord, which approval shall not be unreasonably withheld. A certificate of insurance shall be delivered to Landlord promptly after the commencement date hereof, and additional certificates shall be provided for each subsequent policy period.

**17. Waiver of Claims.** Landlord shall not be liable to Tenant, or to Tenant's employees, visitors, or to any other persons, for damage to persons or property caused by any act, omission, or neglect of Tenant, and Tenant agrees to hold Landlord harmless from all claims for any such damage, regardless of where it may occur.

**18. Default of Tenant.** If the Tenant defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, including nonpayment of rent, and after written notice from the Landlord, Tenant 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 the Landlord may, at its option (but shall not be required to do so), perform the same for the account of the Tenant and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due. Additionally, if the Tenant defaults in performance of this Lease or if Tenant shall make an assignment for the benefit of creditors, or if the interest of the Tenant in the demised premises shall be sold under execution or other process of law, or if the Tenant shall be adjudged a bankrupt, or is a receiver or trustee shall be appointed for the Tenant by any Court, and, after written notice from the Landlord, Tenant fails to cure such default of condition within 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 the Landlord may lawfully re-enter the premises without any demand for possession therefor, and recover possession of the premises and the improvements thereof, expel the Tenant and those holding under the Tenant and no allowance shall be paid to the Tenant. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant, and upon entry, the rights of the Tenant under this Lease shall terminate and the Tenant agrees that in the event of such termination, Tenant will indemnify the Landlord against all unavoidable loss

of rent and expense of reletting, which the Landlord may incur by reason of such termination for the remainder of the unexpired term of this Lease.

**19. Surrender of Premises.** Subject to the provisions of paragraph 8, Tenant shall, upon termination of the term hereof, for any cause, surrender to Landlord the leased premises, including without limitation all the building improvements then upon the leased premises and all alterations, improvements, and other additions which may be made or installed by either party to, in, upon or about the leased premises shall be the property of the Landlord, and, on such termination, shall be surrendered to Landlord by Tenant without any damage, injury or disturbance thereto, or payment therefor.

**20. Rules and Regulations.** Landlord and Tenant agree to carry out rules and regulations as follows:

- (a) No awning or other projections shall be attached to the outside walls of the leased premises or the building of which they form a part without in each instance, the prior written consent of the Landlord.
- (b) No radio or television aerial shall be erected on the roof or exterior walls of the leased premises without the prior written consent of the Landlord. Any aerial so installed shall be subject to removal without notice at any time.
- (c) No auction, fire, bankruptcy or other sales shall be conducted on or about the premises without the prior written consent of the Landlord.
- (d) Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.
- (e) The outside areas of the leased premises shall be kept clear by Tenant, and Tenant shall not place nor permit any obstructions in such areas.
- (f) Nothing is to be attached or placed on the roof or exterior walls of the leased premises without the prior consent of Landlord, which such consent shall not be unreasonably withheld.
- (g) Tenant assumes responsibility for pest control services at the premises, and further represents and warrants to Landlord that a pest management treatment contract will be maintained at Tenant's cost throughout the term of this Lease. If requested by Landlord, Tenant shall provide Landlord with any records related to pest control services at the premises. Further, tenant represents and warrants that it will provide Landlord with immediate notice of the detection of the presence of termites, evidence of any termite damage, or any insect infestations that have or are occurring at the premises.

In addition to any other legal and equitable rights or remedies available to Landlord, for the enforcement of the covenants, conditions, and agreements in this Paragraph 22 to be referred to as "Rules and Regulations," Landlord shall have all remedies available under this Lease for breach of the provisions hereof.

**21. Notices.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows:

LANDLORD:

City of Jonesboro  
Mayor's Office  
300 S. Church  
Jonesboro, Arkansas 72401

TENANT:

North Jonesboro CDC  
Attn: Executive Director  
911 Magnolia Road  
Jonesboro, Arkansas 72405

**22. Remedies.** All rights and remedies of Landlord herein created or otherwise extending at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

**23. Successors and Assigns.** All covenants, promises, conditions and representations herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that paragraph 14 is in no way impaired by this provision.

**24. Representations.** It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the leased premises or making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease. Tenant further represents and warrants that by executing below, the signing party has full authorization to enter into this Lease, with no further permissions, consents, or approvals required. Further, tenant represents and warrants that its entry into this Lease does not violate any other contract, agreement, law, regulation, or rule.

**25. Waiver.** The failure of the Landlord to insist upon strict performance by Tenant of any covenants, conditions and agreements of this lease shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions and agreements of this lease. No surrender of the leased premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such a surrender.

**26. Holding Over.** If Tenant remains in possession of the leased premises after the expiration of this lease without a new lease reduced to writing and duly executed, even if Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the leased premises only as a Tenant from month to month, subject to all covenants, conditions and agreements of this lease.

**27. Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be

invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

**28. Interpretation.** The parties hereto agree that it is their intention here by to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever construed as creating the relationship of principal and agent, or a partnership, joint venture or enterprise between the parties hereto.

**29. Amendment.** This Lease may be modified or amended only by written agreement signed by all parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the Effective Date.

**City of Jonesboro, Landlord**

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**Harold Copenhaver, Mayor**

**North Jonesboro Community Development Corporation, Tenant**

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**Board President**

**ATTEST:**

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**April Leggett,  
City Clerk**