



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, June 11, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

3. APPROVAL OF MINUTES

[MIN-24:052](#) Minutes for the Finance & Administration Council Committee Meeting on Tuesday, May 28, 2024

Attachments: [Finance Minutes 05.28.2024](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:052](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 504 BELT STREET, PARCEL 01-144074-16200, OWNED BY AMY HUTSON IN THE AMOUNT OF \$415; LEGAL DESCRIPTION: WAGNER SUB

Sponsors: Code Enforcement and Finance

Attachments: [1. Notice of Violation](#)

[2. Billing Request](#)

[3. 504 Belt St Invoice Notice](#)

[4. 504 Belt Council Notice](#)

[RES-24:060](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

Sponsors: Parks & Recreation and Finance

Attachments: [JETS 2024 Agreement](#)

[RES-24:061](#) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM.

Sponsors: Parks & Recreation and Finance

Attachments: [SWAT 2024 Agreement](#)

RES-24:062 A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [JULY 4TH 2024 EAB](#)

RES-24:063 A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [JULY 4TH 2024 JRG](#)

RES-24:066 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT A FY2023 SAFE STREETS AND ROADS FOR ALL GRANT AWARD FROM THE U.S. DEPARTMENT OF TRANSPORTATION AND APPROPRIATE GENERAL FUND RESERVES

Sponsors: Grants and Finance

RES-24:068 A RESOLUTION DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR REPLACEMENT OF THE FIRE STATION #3 ROOF, 2212 BRAZOS, WHICH WAS DAMAGED DURING A HAIL STORM ON MAY 22, 2024

Sponsors: Finance and Fire Department

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-24:052

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance & Administration Council Committee Meeting on Tuesday, May 28,
2024



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, May 28, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

Present 6 - Charles Coleman; Ann Williams; John Street; David McClain; Brian Emison and Anthony Coleman

Absent 1 - Joe Hafner

3. APPROVAL OF MINUTES

[MIN-24:048](#)

FINANCE & ADMINISTRATION COUNCIL COMMITTEE MEETING MINUTES FOR MAY 14, 2024

Attachments: [Finance Minutes 05142024](#)

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

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and Anthony Coleman

Absent: 1 - Joe Hafner

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:051](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

Sponsors: Grants and Police Department

Chairman Brian Emison said, are there any comments or any questions by anybody on the committee? Councilmember David McClain said, Chairman, I had just one for Chief on this one. Do we apply for this every year? I think we apply for this just about every year, don't we? Chief of Police Rick Elliot approached the podium and said, yes sir. This is probably 20 plus years of receiving this grant. And it's just that time of year that it's up. But over the history of this grant cycle, we've steadily increased the amount of funding. Of course, the department and city has both grown. But we've been

successful in this grant every year for 20 plus years. Councilmember David McClain said, thank you. Chief Elliot said, yes sir.

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: 5 - Charles Coleman; Ann Williams; John Street; David McClain and Anthony Coleman

Absent: 1 - Joe Hafner

[RES-24:056](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, FOR THE CITY OF JONESBORO TO PROVIDE FUNDING FOR THE NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NEAIDC) FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES

Sponsors: Mayor's Office

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

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and Anthony Coleman

Absent: 1 - Joe Hafner

[RES-24:057](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 3 FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION JOB 100971 (2023:01)

Sponsors: Engineering

Attachments: [Change Order No.3](#)

Chairman Brian Emison said, regarding this, I noticed that we have Mr. Craig Light in attendance today. Craig, would you like to approach the microphone and tell us a little bit about this change order? Engineering Director Craig Light approached the podium and said, when the original project was designed, it was back when we still used asphalt surfacing adjacent to the roadway for their trails and sidewalks. We've since changed, and we are doing most of those in concrete. After the job was bid and we started construction, it was brought to our attention that this plan still has asphalt instead of concrete. And so this would change it from asphalt into concrete for that side path for \$57,000. Talking to the mayor's staff, that was something that we wanted to do. So that will basically make it into a concrete sidewalk ten foot side path, but it will be a concrete material rather than asphalt. Much easier to keep grade control and just an overall better finish and look for the trail when it's done. So that is what this is about.

Councilmember David McClain said, Mr. Chairman, I have a couple of questions to follow that up, Craig. One, why did we change from asphalt? Is it more expensive now to go from asphalt to concrete? I'll let you answer that first, and then I have a couple more. Mr. Light said, concrete is a little bit more expensive material to do. As you can tell, it's going to cost us more to use concrete, but concrete is going to be a longer lasting material for us for overall longevity of the trail system. You know that if you don't maintain an asphalt roadway over time, it will deteriorate pretty quickly. Concrete will last a lot longer for us, so it's definitely an upgrade material wise. Really, most of our jobs are small, and it's hard to get a small quantity laid for us asphalt wise. We've

done most of the new stuff in concrete because it's an easier material to get and get installed by local contractors. Because the specialty equipment that you need to lay asphalt, not a lot of the vendors have that. You know, an asphalt laydown machine is pretty expensive. And so we've started using that for most of it, because it's adjacent to roadways, and it's just a much better material and it looks a lot better when it's a finished product.

Councilmember David McClain said, where are we in terms of completion on that project? Mr. Light said, there have been no extensions of time given on the project to date, so we're still anticipating it being done by August 10th, I think is the substantial completion date set by the contract. So mid-August is when it is supposed to be done. I don't know. The contractor hasn't been saying that there's been any delays. We've had a lot of weather that could potentially delay things, but he's not asked for any time delays yet on the project. So we're still shooting at mid-August. Councilmember David McClain said, okay.

Chairman Brian Emison said, Dr. Coleman? Councilmember Dr. Anthony Coleman said, yes sir, Mr. Chairman. Thank you. Thanks for asking that question, Mr. McClain. That was one of my questions as far as the timeline. But the other one was the \$57,000. And I was looking at that seeing the request for this, this money from TAP and then, of course, capital budget. So do we know what we're asking? How much we're asking from TAP and versus how much we have to pay? Mr. Light said, I mean, yeah, all of it would be coming out of the capital portion of it. The entire project was out of TAP and out of capital. But it's an 80/20 match. But we're completely capped on the TAP portion of it, so anything over their stated allotment is 100% by the city. And this would fall into the 100%.

Councilmember Dr. Anthony Coleman said, so why does the proposal ask for or state TAP and capital? Is it just logistic? Mr. Light said, because the project itself is funded through that mechanism. Councilmember Dr. Anthony Coleman said, I understand that, but this particular request is saying that it's going to be paid from TAP and capital budget. I'm asking, and I don't know who to ask, but this is a legitimate question when you're asking for \$57,000 plus; but in the proposal it's saying from TAP and capital funding and you're saying it's coming all from capital. Mr. Light said, the entire project itself is going through the grants process; and we have maxed out the amount of grant. And so the entire project is still through the TAP and the capital improvements. But for all intents and purposes, it will be in addition to our end of the project.

Councilmember Dr. Anthony Coleman said, so I guess I am apt to give more context and clarity. What I am saying is the proposal for logistic purposes, should we just say in the resolution, should it just say this is coming from capital funding or capital budget versus TAP. I don't know if that is a Carol question or what. Because, I mean, I asked a legitimate question. It says from both.

After conferring inaudibly with someone off screen, Mr. Light said, I mean, it could be changed. I don't know that it makes a bit of difference. We pay the fees to the contractor. We request reimbursement for the total amount from ARDOT for everything we've spent, and they send us back 80% up to a cap on the project.

Councilmember Dr. Anthony Coleman said, so with that information, Chairman, can I make a statement or (I don't know how to do this) maybe an amendment to this before sending it up that we can approve with the amendment that we change that from being paid from TAP and capital budget to just coming from capital? Chairman Brian Emison

said, sure. We can entertain that amendment. I don't see any reason to not, because Craig, help me remember here. TAP funding, it does cap out at roughly \$200,000 or \$250,000? Is that right? Mr. Light said, there are three TAP grants all in this project. I think two of them were three hundred, just shy of \$400,000 each, and the other one was maybe a little less than that. But there are three different TAP grants and then our portion of it. The total project was a little over 2 million. So this is less than 5%.

Chairman Brian Emison said, gotcha. So it's safe to say that everything for this change order is going to come out of the general fund. Gotcha. I'd say if you want to make a motion then we can entertain that. Councilmember Dr. Anthony Coleman said, yes sir. So moved that we change that particular portion of the resolution to stipulate that it's coming from the capital budget or capital fund. Councilmember David McClain said, I will second that. All voted aye.

A motion was made by Ann Williams, seconded by Anthony Coleman, that this matter be Recommended to Council as Amended. The motion PASSED with the following vote.

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and Anthony Coleman

Absent: 1 - Joe Hafner

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and Anthony Coleman

Absent: 1 - Joe Hafner



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:052

Agenda Date: 6/11/2024

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 504 BELT STREET,
PARCEL 01-144074-16200, OWNED BY AMY HUTSON IN THE AMOUNT OF \$415;
LEGAL DESCRIPTION: WAGNER SUB

WHEREAS, AMY HUTSON, the owner of record, was properly notified of a code violation at 504 Belt Street, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$415; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

Section 1: The city should proceed with placing a lien on the property located at 504 Belt Street.



AFFIDAVIT

Amy Hudson
504 Belt
Jonesboro, AR 72401

RE: 504 Belt Jonesboro, AR 72401

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 20th day of February, 2024.

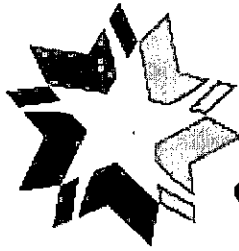
Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 20th day of February, 2024.

Sharon McIntosh
Notary Public



My commission expires: May 20, 2032



JONESBORO

ARKANSAS

Notice to Board and Secure

02/20/2024

Amy Hudson
504 Belt
Jonesboro AR 72401

Case #: 240685

In regards to property located at 504 BELT, JONESBORO, AR 72401

Dear Amy Hudson,

It has been observed that the building listed above is unsecured, damaged, and/or vacant. **You are hereby directed to board and secure the building within seven (7) days of the receipt of this notice.** The building is to remain secured at all times until the repairs are complete or until such time as the structure is razed and removed.

If you decide to abate this nuisance, you must obtain any necessary permits. All damaged or missing doors and/or windows must be repaired, replaced, or boarded up to prevent entry. All boarding material shall be cut to fit the opening to be secured, weatherproofed, and painted and maintained to blend with the exterior color of the building. Damaged roofs shall be tarped to prevent further weather damage to the interior of the building. **All repairs are to be made and all boarding materials and tarps are to be removed within six (6) months.**

In the event you have not commenced work to secure the building within seven (7) days from the receipt of this notice, the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than \$100 shall be imposed and an additional fine of \$100 for each day thereafter. (Ord. 19:061)**

Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

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

Cell 870-926-1404

Sincerely,

David Cooley
Code Enforcement Officer

9589 0710 5270 1321 3967 56

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- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postmark
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FEB 20 2024

Postage

\$

Total Postage and Fees

\$

Sent To

Ann Hudson

Street and Apt. No., or PO Box No.

504 Belt

City, State ZIP+4®

Jonesboro, AR 72401

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Cogburn Cleaning Solutions

Wesley Cogburn
Business Number 8702065771
120 Hayden street Bono, Ar. 72416
8702065771
wesleycogburn86@gmail.com

INVOICE

INV0032

DATE

03/21/2024

DUE DATE

03/22/2024

BALANCE DUE

USD \$150.00

BILL TO

City Of Jonesboro

300 South Church Street
Jonesboro, Arkansas 72403-1845
United States
☎ 8709334658
☒ (870) 351-4258
mmcquay2@jonesboro.org

DESCRIPTION	RATE	QTY	AMOUNT
Materials	\$90.00	1	\$90.00
Fuel and labor	\$60.00	1	\$60.00
SUBTOTAL			\$150.00
TAXABLE			\$136.67
TAX (9.75%)			inc \$13.33
TOTAL			\$150.00
BALANCE DUE			USD \$150.00

504 Belt Street



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: March 21, 2024

To: Tosha Moss

Case #: 240685

Property Address: 504 Belt St
Jonesboro, AR 72401

APN# 01-144074-16200

Completed Date: March 21, 2024

Letter sent on: February 20, 2024

Need to send the following charges to this person.

Property Owner: Amy Hutson
504 Belt St
Jonesboro, AR 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Board and Secure	\$ 150.00
Admin Fees	\$ 250.00
<u>Filing Fees</u>	<u>\$ 15.00</u>
Total	\$ 415.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



AFFIDAVIT

Amy Hutson
504 Belt St
Jonesboro AR 72401

RE: 504 Belt St

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 3rd day of April, 2024.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 3rd day of April, 2024.

Maria Resendez
Notary Public



My commission expires: 10 March 2024



DATE	INVOICE NO
3/21/2024	0067668

BILL TO
Amy Hutson 504 Belt Street Jonesboro, AR 72401

DUE DATE
5/8/2024

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - 504 Belt Street	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 504 Belt Street	1.00	250.00	250.00	0.00	0.00	250.00
Board and Secure - 504 Belt Street	1.00	150.00	150.00	0.00	0.00	150.00

INVOICE TOTAL: 415.00 0.00 0.00 415.00

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

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
5/8/2024	0067668

Customer Name: Amy Hutson
Customer No: 024303
Account No: 0035860 - Code Enforcement Charges

Please remit payment by the due date to:

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

Invoice Total:	415.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	415.00

INVOICE BALANCE: \$415.00
AMOUNT PAID: _____

9589 0710 5270 0975 5798 12

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- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

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Postage

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Total Postage and Fees

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Sent To

Amy Hutson

Street and Apt. No., or PO Box No.

504 Belt St

City, State, ZIP+4®

Jonesboro AR 72401

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Certified Mail service provides the following benefits:

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- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

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- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your **17** s.



AFFIDAVIT

Amy Hutson
504 Bell St
Jonesboro AR 72404

RE: 504 Bell St Parcel # 01-144074-16200

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 13th day of May, 2024.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 13th day of May, 2024.

Maria Resendez
Notary Public



My commission expires: 10 March 2034



Invoice# : 67668
Case# : 240685

Notice Mailed Prior to 5/13/2024

Amy Hutson
504 Belt St
Jonesboro AR 72404

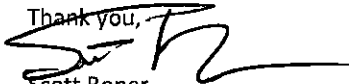
Subject: 504 Belt St Parcel# 01-144074-16200

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 6/18/2024.

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

You have the right to appear and contest this action.

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

Thank you,

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

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- | | | |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |



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Total Postage and Fees

\$

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Amy Hutson
504 Belt St
Jonesboro AR 72404

20

9589 0710 5270 0975 5787 09



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:060

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

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

WHEREAS, Jonesboro JETS Inc. ("JETS") is an Arkansas not for profit corporation organized to promote youth 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, 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

I. Term

- a) The term of this Agreement is for a period of (1) year commencing on the Effective Date.

II. Use of Facilities by JETS

- 1) During the period of March 4th, 2024 to December 1, 2024 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the 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 Parks Department 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 2 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 and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree 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 Parks Department. 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. 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.
- 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, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 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 Parks Department.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. 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 Parks Department. 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.
 - i) Maintain and repair parking areas.

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 an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool up to 100% depending on negotiated schedules.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) 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.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the

year.

- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) 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.
- 9) 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.
- 10) 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 Facilities 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.
- 11) 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, exception will be service dogs.
- 12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.
- 13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:
 - Current by-laws of JETS

- Proof of insurance and indemnification
- 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.
- Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.

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.

JETS

By: _____
Name: _____
Title: _____

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

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

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives 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: _____
Title: _____
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Copenhaver
Title: MAYOR
Date: _____

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:061

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

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

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

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

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

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

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

SHARK WAVE AQUATICS TEAM (SWAT)

I. Term

- a) The term of this Agreement is for a period of (1) year commencing on the Effective Date.

II. Use of Facilities by SWAT

- 1) During the period of March 4th, 2024 to December 1, 2024 during the Term of this Agreement, SWAT shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) SWAT shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Parks Director no later than 30 days prior to the requested reservation.
- 3) SWAT understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. SWAT understands that the Parks Department has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by SWAT and all SWAT sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to SWAT for use of the Facilities. The keys may not be reproduced or duplicated by SWAT. One key shall be issued to the Head Coach of SWAT and one key to the assistant coach/board president for use during the Primary Usage Period. SWAT agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. SWAT will be charged a fee of \$25 for

each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

- 7) SWAT understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by SWAT during the Primary Usage Period or otherwise. SWAT will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Parks Department. SWAT is solely responsible for their equipment and the CITY is not responsible for any loss or damage to SWAT equipment used and/or stored at the Facilities.
- 8) If SWAT should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, SWAT shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall SWAT have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) SWAT shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by SWAT, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 11) SWAT must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by SWAT. A copy of said rules can be obtained from the Parks Department.
- 12) SWAT shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) SWAT shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. This shall include any advertisement of SWAT activities or any sponsorships of any events held at the Facilities or otherwise. SWAT shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Parks Department. SWAT shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

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

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, SWAT may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by SWAT to CITY under Article IV. In no event shall CITY be obligated to SWAT for any monetary damages.

IV. Obligations of SWAT

SWAT shall:

- 1) Pay an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool or up to 100% depending on negotiated schedules.
- 2) SWAT shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) SWAT shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) SWAT is responsible for any of their items stolen or damaged, during the course of the year.

- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the SWAT program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. SWAT hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) SWAT agrees to be solely responsible for any and all damages related to and arising out of SWAT use of the Facilities during the term of the Agreement when the Facilities are being used by SWAT. This includes, but is not limited to, any and all persons associated with SWAT who use the Facilities during the terms of the Agreement. SWAT agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to Facilities shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish SWAT right to seek recourse against those persons causing the damage.
- 11) 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, exception will be service dogs.
- 12) Activity initiated by SWAT Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to SWAT.
- 13) Prior to the commencement of the Primary Usage Period, SWAT will provide to the CITY:
 - Current by-laws of SWAT
 - Proof of insurance and indemnification
 - List of current officers and board members of SWAT with addresses, phone

numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

- Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.

V. Default of SWAT

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

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

VI. Default of CITY

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

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

VII. Assignability and Exclusivity

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

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by

registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

SWAT

By: _____
Name: _____
Title: _____

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

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

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives 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.

SHARK WAVES AQUATICS TEAM (SWAT)

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Copenhaver
Title: MAYOR
Date: _____

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:062

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue;

WHEREAS, East Arkansas Broadcasters is seeking rental for Fourth of July fireworks at Joe Mack Campbell Sports Complex; and

WHEREAS East Arkansas Broadcasters is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with East Arkansas Broadcasters for the rental of Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold 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 the agreement.

RENTAL AGREEMENT

This agreement made this 30th day of May, 2024, is between City of Jonesboro, hereinafter called Lessor and East Arkansas Broadcasters hereinafter called Lessee.

Lessor leases to Lessee, property at 3021 Dan Avenue, Jonesboro, Arkansas commonly known as Joe Mack Campbell Park in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 2, 2024, and ending at midnight on July 4, 2024.
2. **RENT:** Rent is payable in advance, no later than July 1st, 2024 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Fireworks Display, Color Run and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Fireworks Display. Lessee shall be responsible for the following:
 - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
 - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
 - (d) Lessee will barricade restricted access areas to prevent the public from entering.
 - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
 - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public. All monies made at the concession stand will go to the City of Jonesboro, Arkansas.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
- (a) Lessee’s failure to fulfill any condition of this agreement;
 - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
 - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.
9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.
10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

 Lessee, East Arkansas Broadcasters Signature

 Date

 Lessor, City of Jonesboro Signature

 Date

 Attest Signature

 Date



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:063

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, Jonesboro Radio Group is seeking rental for Fourth of July fireworks at Southside Sports Complex; and

WHEREAS Jonesboro Radio Group is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Radio Group for the rental of Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

RENTAL AGREEMENT

This agreement made this 30th day of May, 2024, is between City of Jonesboro, hereinafter called Lessor and Saga Communications of Arkansas, LLC, dba Jonesboro Radio Group hereinafter called Lessee.

Lessor leases to Lessee, property at 5003 Stadium Boulevard, Jonesboro, Arkansas commonly known as the Southside Softball Complex in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 3, 2024, and ending at midnight on July 5, 2024.
2. **RENT:** Rent is payable in advance, no later than July 1st, 2024 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Fireworks Display, and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Fireworks Display. Lessee shall be responsible for the following:
 - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
 - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
 - (d) Lessee will barricade restricted access areas to prevent the public from entering.
 - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
 - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public. All monies made at the concession stand will go to the City of Jonesboro, Arkansas.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

- 8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
 - (a) Lessee’s failure to fulfill any condition of this agreement;
 - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
 - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.

- 9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.

- 10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

- 11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

- 12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

- 13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

- 14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

- 15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

- 16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

 Lessee, Signature

 Date

 Lessor, City of Jonesboro Signature

 Date

 Attest Signature

 Date



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:066

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT A FY2023 SAFE STREETS AND ROADS FOR ALL GRANT AWARD FROM THE U.S. DEPARTMENT OF TRANSPORTATION AND APPROPRIATE GENERAL FUND RESERVES

WHEREAS, resolution 23:113 authorized the City of Jonesboro Grants and Community Development Department to apply for the Safe Streets for All (SS4A) grant; and

WHEREAS, the City of Jonesboro was awarded an FY2023 Safe Streets and Roads for All (SS4A) grant; and

WHEREAS, the FY2023 SS4A program is funded by the U.S. Department of Transportation and requires a 25% local match; and

WHEREAS, the total project cost is \$5,091,244 and the City of Jonesboro was awarded \$3,818,433 in USDOT funding and agreed to provide a local match of \$1,272,811; and

WHEREAS, the local funding commitment of \$1,272,811 will be appropriated from General Fund Reserves; and

WHEREAS, the grant is for new upgraded, uniform high intensity street lighting on Johnson Avenue from North Main Street to Red Wolf Blvd; and pedestrian infrastructure improvements from Johnson Avenue to Alpine Street on Highway 141, also known as N. Main Street.

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

SECTION 1: The Jonesboro City Council accepts the FY2023 Safe Streets and Roads for All award from USDOT for new street lighting on Johnson Avenue and pedestrian infrastructure improvements on Highway 141 (N. Main Street).

SECTION 2: The Jonesboro City Council authorizes the appropriation of \$1,272,811 in General Fund Reserves for the FY2023 Safe Streets and Roads for All grant local match

SECTION 3: The Mayor and/or his designee are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to execute all necessary documents to effectuate acceptance of the

award.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:068

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR REPLACEMENT OF THE FIRE STATION #3 ROOF, 2212 BRAZOS, WHICH WAS DAMAGED DURING A HAIL STORM ON MAY 22, 2024

WHEREAS, the Fire Station #3 at 2212 Brazos was damaged by hail and high winds on May 22, 2024 damaging the flat roof membrane, and,

WHEREAS, a written bid was requested from Jonesboro Roofing Co to get an estimate and quote for the City's insurance company as well as to expedite securing the City's building and all contents.

WHEREAS, the written quote was from Jonesboro Roofing Company, a fully licensed dealer specializing in commercial roof sales and service for the total price of \$139,753.00.

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

Section 1: An exceptional situation exists requiring the waiving of the conditions of competitive bidding, so that competitive bidding requirements are hereby waived, and the replacement of the roof on Fire Station #3 was purchased from the estimate obtained for insurance purposes.

Section 2: Said purchase shall be obtained from the insurance recovery monies to be paid by Arkansas Municipal League Property insurance recovery fund less the deductible.