



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, June 8, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:045](#) Minutes for the Finance Committee meeting on May 25, 2021

Attachments: [Finance Minutes 05252021](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:097](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF TWO ATHLETIC FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX AND ONE SIGN AT CONCESSION STAND

Sponsors: Parks & Recreation and Finance

Attachments: [Academy Contract 2021](#)

[RES-21:098](#) A RESOLUTION TO CONTRACT WITH DR. LADD SCRIBER FOR SPONSORSHIP OF THE TRAP FIELD 2 AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Police Department, Parks & Recreation and Finance

Attachments: [Shooting Range - Dr. Ladd Scriber](#)

[RES-21:099](#) A RESOLUTION TO CONTRACT WITH DR. TODD HIGGINBOTHAM FOR SPONSORSHIP OF THE TRAP FIELD 3 AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Police Department, Parks & Recreation and Finance

Attachments: [Shooting Range - Dr. Todd Higginbotham](#)

[RES-21:100](#) A RESOLUTION TO CONTRACT WITH CRITICAL EDGE FOR SPONSORSHIP OF THE TRAP FIELD 7 AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Police Department, Parks & Recreation and Finance

Attachments: [Shooting Range - Critical Edge](#)

RES-21:101 A RESOLUTION TO CONTRACT WITH DNW OUTDOORS FOR SPONSORSHIP OF THE ARCHERY RANGE AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Police Department, Parks & Recreation and Finance

Attachments: [Shooting Range-Archery - DNW Outdoors](#)

RES-21:102 A RESOLUTION TO CONTRACT WITH JOE CLAY YOUNG FOR SPONSORSHIP OF THE RANGE ROOM AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Police Department, Parks & Recreation and Finance

Attachments: [Shooting Range-Range Building - Joe Clay Young](#)

RES-21:103 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 2021 Agreement](#)

RES-21:104 A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [JULY 4TH 2021 EAB](#)

[EAB Contract 2021](#)

RES-21:105 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 2021 JRG](#)

RES-21:106 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2021 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE

Sponsors: Police Department, Grants and Finance

Attachments: [06.08.2021 COPS Budget and funding-COPSH FY21](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-21:045	Version:	1	Name:	Minutes for the Finance Committee meeting on May 25, 2021
Type:	Minutes	Status:		Status:	To Be Introduced
File created:	6/1/2021	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	Minutes for the Finance Committee meeting on May 25, 2021				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Finance Minutes 05252021				

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on May 25, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, May 25, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 7 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

3. Approval of minutes

[MIN-21:039](#)

Minutes for the Finance Committee meeting on May 11, 2021

Attachments: [Minutes 05112021](#)

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

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Brian Emison

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-21:024](#)

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A BLOWER FAN FOR THE CITY INCINERATOR FOR THE SANITATION DEPARTMENT

Attachments: [05.25.2021 incinerator Blower Fan RGB Quote](#)
[05.25.2021 incinerator Blower Fan other pricing](#)

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

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Brian Emison

RESOLUTIONS TO BE INTRODUCED

[RES-21:079](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH CENTENNIAL BANK FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX AND ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Attachments: [Centennial Bank Joe Mack21](#)

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:081](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE FY18 COMPETITIVE FUNDING GRANT FOR BUSES AND BUS FACILITY PROGRAM

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:082](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY TO THE DEPARTMENT OF JUSTICE--BUREAU OF JUSTICE ASSISTANCE (BJA) FOR THE FY21 BULLET PROOF VEST PARTNERSHIP GRANT

Attachments: [05.25.2021 Bullet Proof Vest FY2021 Budget](#)

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:083](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NEAIDC) FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES

Attachments: [Contract City-NAIDC 2020](#)
[NAIDC Report 2020](#)

Chairman Joe Hafner said, the one question I have on this and we may need to address this at Council, I'd like some more detail on the \$227,500 for Capital Improvements. I think and Councilmember John Street you may know, for some reason, I am thinking there was a time limit on that portion of the commitment. So, I would like some more information on that unless someone has some information right now. Chief Operating Officer Tony Thomas approached the podium and said, I do know that a portion of that funding goes to a land purchase that was a part of the Industrial Park expansion. We are in the final year of that payment for the land expansion that occurred. I think we had a ten year obligation. Chairman Hafner said, and that's the \$227,500 part. Mr. Thomas said, if it's not all the \$227,500, then it's the bulk of the

\$227,500. If it's not all, I will ensure that we have that for you. Chairman Hafner said, yes, if you could provide that to us. I couldn't remember exactly what it was, but that came up as I was getting ready for this meeting and I should have asked beforehand. So, we can expect, next year, for our obligation to go down. Mr. Thomas said, we should see a significant decrease in our obligation related to that capital aspect of it due to the expiration of our commitment to purchase land ten years ago.

Councilmember David McClain said, I know we had a discussion with the Chamber about them giving us quarterly updates. I was wondering when we were going to start those again? Mr. Thomas said, yes, in discussions with Mark Young, who kind of facilitates the delivery of the reports on behalf of the commission, there is just a slight overlap. We made some adjustments in this contract because the time frame that was provided just did not provide them with enough time to finalize their quarterly report. That language is in there and we are going to hold them to that. The annual report was provided as a part of this package. I expect the first quarterly report here in the next couple of weeks at the latest and I'll ensure that they flow out to you guys as well. Councilmember McClain asked, what is the Chamber of Commerce doing to help local businesses retain and attract skilled workers? I know skilled workers have been a big conversation within manufacturing. I know that you can't answer that. Mr. Thomas said, I dare not respond. I'll just remind you all that the Chamber is the conduit through which this funding goes to our Commission that's established by ordinance in the City of Jonesboro. So, they are facilitating this on our behalf. I will ensure that we invite the Chair of the Commission, as well as, Mr. Young, if we think that is appropriate to address any specific questions related to the activities outside of what they have provided in the annual report.

Councilmember L.J. Bryant said, I don't really have a question for Mr. Thomas. Mine are comments to common and general to economic development. They do important work. I just think why we are on the topic of economic development, there are things that need to be said. The University of Arkansas has a report from 2019 data. On page 24 of University of Arkansas' report, it has a graph with average earnings per job by county. What's kind of interesting about it to me is you look at a lot of counties that have had steep decline in population on page 24. So, on page 24, you will see the highest earning county is Calhoun County down in Southwest Arkansas which I can only assume is because of some of the military industrial jobs that are there, but it's a county of 5,000 people. If you look around us, Jackson County has a higher minimum wage than we do. So, my point, in short, is that job recruitment is super important. But, I think we also have to continue to think about quality of life and the other pieces that are involved in economic development. I just think this is a really good report that highlights that. Not only does it look at population, but it looks at the income and the job differences. I think the final point is, just as we look at some of the funds that we're getting from the federal government, we have a real historic opportunity there. I just hope these are all things I hope we will consider in the coming days. We have had conversations in the couple of years that I've been on council about we didn't adopt Vision 2030, so I just think if we consider some of these things in the near future.

Patti Lack, 4108 Forrest Hill Road, approached the podium and said, I appreciate some of the comments because I know every single year I have come up and asked about the \$394,000 that we send to the Chamber. I was looking at the report that was given on here and once again it's a lot of money. I think with the report that it shows it was just 58 inquiries, 4 inquiries lead to site visits and 1 was virtual. I guess what I'm looking at is our money being used in the most effective way. I know on the part of retention and the expansion, it says a lot of the companies are here already and we do meetings with them and all that and I understand that is a very important part to keep them happy. The one issue that I have and I don't know if this can be answered is that

on the agreement at the top it says that its effective from January 1, 2021 to December 31, 2021, but on item number four, it says the funding is going to be provided in one installment prior to June 30, 2021. We are in agreement, but have we paid the money or have we not paid the money? Chairman Hafner said, it hasn't been approved yet. Ms. Lack said, okay, so then I'm not understanding why there is an agreement. Is it just a continuation? Chairman Hafner said, it's just an annual contract that has the potential to be renewed every year. It runs on a calendar basis. It's like your insurance. Your insurance may run from January to December, but you may not pay it until the middle of the year. Ms. Lack asked, so has it always been paid in the middle of the year? Chairman Hafner answered, this is usually around the time of the year it seems like we discuss it. Ms. Lack said, okay. Another question that I have is on number two on the agreement. It says that the Chamber will provide a written report each quarter, no later than 60 days after the end of the previous quarter to the city indicating the progress of the activities. Do we have a report? If this is the report from 60 days ago, then that would have been a March report? Do we have a March report from them? Chairman Hafner said, no, that is what Councilmember McClain was asking. Technically, they have five more days to provide it and still be in the 60 days. We think it's very important that they report to us on a regular basis. Ms. Lack said, I agree and I think that is something we have to hold them too. We have an agreement. I think the citizens and all of you guys need to know how this money is being spent. I think, at the bottom of that sentence there, it states they will also provide an oral report to the City Council upon request. I think it is really important that Mr. Young comes here and he explains exactly how this money is being used. Chairman Hafner said, Mr. Young started doing that before the pandemic. I think he even did it maybe a couple of times last year. He joined us on the Zoom meetings. Ms. Lack said, I remember that and I think that's where maybe the quarterly reports are so important and also to that is how do the citizens know about that report instead of getting an annual report here. I don't know if someone can send me where we can get that at. Chairman Hafner said, probably ask the Chamber for it. It's a Chamber report. When Mr. Young does his report, there's usually a report attached to the agenda. If he hands one out, I think the City Clerk attaches it to the agenda. Ms. Lack said, I guess what I'm saying is that here is almost \$400,000 and that really is a lot of money and I think that all of your questions are justified and we need to hear, once again every single year we give that to them. Chairman Hafner said, that's why two years ago or so, we requested that he start providing those reports. We're in 100% agreement. Ms. Lack said, I'm glad that we are and I think it's just questioning about how we spend our money and making sure that it's being used effectively. Chairman Hafner said, no doubt, that's why we asked them to start reporting.

Councilmember John Street said, I would like to add and I can't speak for Mr. Young, but I'm sure when he addresses us he'll probably cover it, what extent that they had in the NicePak expansion which was fairly considerable and the jobs that were added. The influence or the work that they provided to Nestle who is in the process of another expansion. Unilever, we're not out there working with them every day, but I'm like Ms. Lack and Mr. McClain, I'd like to hear the March report as well. I'm sure he will update us on those, but there's a lot of things that happen behind the scenes that we don't see publicly until he does make those. I know for a fact that their work with industry and the NEA Technical Center, some of you made the tour of that. They provide equipment and work with students on their job skills to help them be able to step into positions when they graduate from high school. It was really impressive a couple of years ago when we did that to see how many students had jobs when they graduated and I mean making really good money right out of high school. I know that they are working with them as well, but I'm like you I'm interested in seeing what Mr. Young has to say. There are a lot things that I know in our involvement with the Chamber that they

have done over the years that are definitely productive. Mr. Thomas approached the podium and said, yeah, and they have indicated that they're willing to come before this body and address any issues or any kind of concerns or answer any questions that you have. As the contract states per your request. I will take the dialogue for today as a request for Mr. Young to be present at the next meeting and will ensure that goes to him. As I indicated also in my previous comments, I believe the previous contract stated that a report was due every 30 days. I can't say what transpired prior to January 17th upon my arrival, but as of March 31st, we made that request for a report. At that time, we dialoged the difficulties that they had, you know the data usually comes well after the quarter ends so we extended that to 60 days in an effort to give them additional time to provide timely reports to not only this body but to the administration as well. As you have indicated, there are some additional days that remain to receive that report and we're hopeful we will have that prior to that date. We will include that in as a part of the agenda as we move forward as a council communication so that it is accessible to not only this body but to the general public as well. Chairman Hafner said, I'll say this and I'm only speaking on my behalf, I'm not going to speak on the behalf of the whole committee, but if Mr. Young wants to wait and come to the second meeting of June when it's open and we're back to normal procedure and operations, then that may be easier then operating under reduced capacity and things like that. With all of us in attendance, it may be a better discussion. I'll say one more thing before we move on. Back to Councilmember L.J. Bryant for pointing out that report. I appreciate him doing that, but he also made the comment about we have to do our part too. The Chamber can get fillers and get people to come to town, but we have to make Jonesboro attractive to these potential businesses that are looking at us. That is why I still think quality of life, improved infrastructure are very important areas for us to continue to look at and invest when we can.

Mark Young, President & CEO of the Chamber called in and said, I've been just listening in and wanted to provide a quick comment. I appreciate your continued support. As you were just mentioning that economic development is definitely a team sport, it takes all of us working together to have the success that we've had in the past and the success that we all want in the future. We look forward to continuing to work with you and yes, I would be delighted to come to the second meeting that will be at the Council when there will not a limit and be happy to answer any question you may have. I look forward to sharing information with Councilmember David McClain in relation to the skilled worker question that he had and also visit with Councilmember L.J. Bryant in regards to average annual earnings and other issues you may want to discuss. Again, I look forward to that opportunity and anytime we can be of service and provide any additional information, we look forward to that.

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[COM-21:025](#)

Rural Profile of Arkansas 2021 by the University of Arkansas Division of Agriculture Research & Extension

Attachments: [UAEX Rural Profile of Arkansas 2021](#)

Filed

[RES-21:084](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE

LOW BID AND ENTER INTO A CONTRACT WITH RICHARD BAUGHN CONSTRUCTION, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD RAIL EXPANSION PROJECT - SECTION I SUBGRADE WORK (2021:21)

Attachments: [05.25.2021 Richard Baughn - Contract Documents - Section I](#)
 [05.25.2021 Richard Baughn - Bid Tabs](#)

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-21:085](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD RAIL EXPANSION PROJECT - SECTION II TRACK CONSTRUCTION (2021:21)

Attachments: [05.25.2021 Trac-Work - Contract Documents - Section II](#)
 [05.25.2021 Trac-Work - Bid Tabs](#)

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

5. Pending Items

6. Other Business

Chairman Joe Hafner said, "I assume that the Mayor and his staff are hard at work still learning the guidelines and reading through the money we should be getting for the Cares Act or Stimulus package. Still looking forward to hearing what the plans are for that."

7. Public Comments

8. Adjournment

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison



Legislation Details (With Text)

File #:	RES-21:097	Version:	1	Name:	CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF TWO ATHLETIC FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX AND ONE SIGN AT CONCESSION STAND
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF TWO ATHLETIC FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX AND ONE SIGN AT CONCESSION STAND				
Sponsors:	Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Academy Contract 2021				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF TWO ATHLETIC FIELDS AT THE JOE MACK CAMPBELL SPORTS COMPLEX AND ONE SIGN AT CONCESSION STAND

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

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on one soccer field and one baseball field at Joe Mack Campbell Sports Complex and one concession stand at Joe Mack Campbell Sports Complex; and

WHEREAS, Academy Sports and Outdoors is sponsoring the fields and concession stand sign for the sum of \$18,000 for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Academy Sports and Outdoors for the sponsorship of one baseball field and one soccer field at Joe Mack Campbell Sports Complex and one concession stand sign. 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.

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the City of Jonesboro (Parks & Recreation) ("**Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 6/1/2021 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 5/31/2024 (the "**Term**"). Academy shall have the right to extend this Agreement ("**Agreement**" as defined in the attached Rider) for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term.

1. Academy will provide the following to Recipient:

- The total sum of \$18,000 payable as follows:
 - \$6,000 to be invoiced February 2022
 - \$6,000 to be invoiced February 2023
 - \$6,000 to be invoiced February 2024

2. Recipient will provide the following sponsorship benefits to Academy:

- Signage Assets:
 - The City of Jonesboro Parks & Recreation Department will furnish, with updated Academy logo, and be responsible for the normal wear and tear upkeep of the signs.
 - If Academy requires any changes, Academy will be responsible for production of new signage.
 - Academy 2.5' x 5' sign on Soccer Field #8
 - Academy 6' x 12' sign on Baseball Field #10
 - Academy 3' x 6' sign at one concession stan
- Additional Assets:
 - A minimum of two (2) Academy exclusive discount will be provided to participants and coaches on a mutually agreed upon days prior to the spring and fall athletic seasons.
 - Jonesboro Parks & Recreation agrees to use all forms of communication to share the information about the Shop Days.

3. Invoicing:

Recipient shall submit its invoice(s) and W9 for payment processing via email to: rick.burleson@academy.com

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(RIDER AND SIGNATURE PAGE FOLLOWS)**

This **SPONSORSHIP RIDER** ("**Rider**") is entered into on 6/1/2021 (the "**Effective Date**") between **Academy, Ltd. d/b/a Academy Sports + Outdoors** ("**Academy**"), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas, 77449 and City of Jonesboro (Parks & Recreation) ("**Recipient**"), a Municipality, located at 3009 Dan Avenue, Jonesboro, AR 72401. Academy and Recipient may sometimes be referenced herein individually as "**Party**" or collectively as the "**Parties**".

This Rider is made part of the Sponsorship Summary ("**Summary**") by and between Academy and Recipient dated 6/1/2021. This Rider, agreed to by both Parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties' sponsorship agreement, and that this sponsorship agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the "**Agreement**").

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy's receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.

2. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.**

2.1 Each Party warrants, represents, and guarantees to the other that:

- a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
- b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "**Laws**") at all times during the Term of this Agreement; and
- c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

2.2 Recipient warrants, represents, and guarantees to Academy that:

- a. Recipient shall, at all times during the term of this Agreement, comply with the provisions of Academy's Vendor Code of Conduct located at <http://vendor.academy.com>.
3. **FORCE MAJEURE.** In the event of unforeseen circumstances affecting the ability of the Parties to fulfill this Agreement which are not the result of a Party's fault or negligence, the Parties shall, within a commercially reasonable time, enter into good faith discussions regarding adjustments and/or amendments to this Agreement. If the Parties do not agree, this Agreement shall terminate and Recipient shall provide to Academy a refund equal to the value of sponsorship benefits Academy has prepaid but not received.
4. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "**Marks**") for the duration of the Term and only as set forth in the Summary. Each Party's use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or

interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.

5. **INDEMNIFICATION.** TO THE EXTENT NOT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS OWNERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS AGREEMENT; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS AGREEMENT; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS AGREEMENT.
6. **LIMITATIONS AND WAIVERS.**
 - 6.1 **DAMAGE LIMITATIONS.** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 6.2 **LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.
7. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
8. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
9. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
11. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the Term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
12. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN CRAIGHEAD COUNTY, ARKANSAS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACADEMY:

Academy, Ltd. d/b/a
Academy Sports + Outdoors
By: Academy Managing Co., L.L.C.
Its General Partner

By: Elise Hasbrook
Elise Hasbrook (May 19, 2021 15:05 CDT)

Name: Elise Hasbrook

Title: VP Regional Marketing

Date: May 19, 2021

RECIPIENT:

City of Jonesboro (Parks & Recreation)

By: _____

Name: _____

Title: _____

Date: _____



Legislation Details (With Text)

File #:	RES-21:098	Version:	1	Name:	CONTRACT WITH DR. LADD SCRIBER FOR SPONSORSHIP OF THE TRAP FIELD 2 AT THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH DR. LADD SCRIBER FOR SPONSORSHIP OF THE TRAP FIELD 2 AT THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Police Department, Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Shooting Range - Dr. Ladd Scriber				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH DR. LADD SCRIBER FOR SPONSORSHIP OF THE TRAP FIELD 2 AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro Shooting Sports Complex located on Moore Rd Jonesboro AR 72401;

WHEREAS, Dr. Ladd Scriber is seeking sponsorship recognition on the Trap Field 2 at the Jonesboro Shooting Sports Complex;

WHEREAS, Dr. Ladd Scriber is sponsoring the Trap Field 2 for the sum of \$75,000 for a period of 10 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Dr. Ladd Scriber for the sponsorship of the Trap Field 2 at Jonesboro Shooting 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.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR A TRAP/SKEET FIELD AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between Dr. Ladd Scriber (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **January 2022** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of Ten (10) years commencing on the Effective Date and ending at midnight on **December 31, 2031**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the Trap/Skeet Field Number 2 located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship in the total sum of **\$75,000**.
A sum of **\$7500** shall be paid on **January 1st of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional 10 years.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

III. Assign ability and Exclusivity

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

X. Miscellaneous Provisions.

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

DR. LADD SCRIBER

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-21:099	Version:	1	Name:	CONTRACT WITH DR. TODD HIGGINBOTHAM FOR SPONSORSHIP OF THE TRAP FIELD 3 AT THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH DR. TODD HIGGINBOTHAM FOR SPONSORSHIP OF THE TRAP FIELD 3 AT THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Police Department, Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Shooting Range - Dr. Todd Higginbotham				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH DR. TODD HIGGINBOTHAM FOR SPONSORSHIP OF THE TRAP FIELD 3 AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro Shooting Sports Complex located on Moore Rd Jonesboro AR 72401;

WHEREAS, Dr. Todd Higginbotham is seeking sponsorship recognition on the Trap Field 3 at the Jonesboro Shooting Sports Complex;

WHEREAS, Dr. Todd Higginbotham is sponsoring the Trap Field 3 for the sum of \$75,000 for a period of 10 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Dr. Todd Higginbotham for the sponsorship of the Trap Field 3 at Jonesboro Shooting 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.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR A TRAP/SKEET FIELD AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between Dr. Todd Higginbotham (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **January 2022** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of Ten (10) years commencing on the Effective Date and ending at midnight on **December 31, 2031**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the Trap/Skeet Field Number 3 located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship in the total sum of **\$75,000**.
A sum of **\$7500** shall be paid on **January 1st of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional 10 years.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

III. Assign ability and Exclusivity

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

X. Miscellaneous Provisions.

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

DR. TODD HIGGINBOTHOM

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-21:100	Version:	1	Name:	CONTRACT WITH CRITICAL EDGE FOR SPONSORSHIP OF THE TRAP FIELD 7 AT THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH CRITICAL EDGE FOR SPONSORSHIP OF THE TRAP FIELD 7 AT THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Police Department, Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Shooting Range - Critical Edge				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH CRITICAL EDGE FOR SPONSORSHIP OF THE TRAP FIELD 7 AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro Shooting Sports Complex located on Moore Rd Jonesboro AR 72401;

WHEREAS, Critical Edge is seeking sponsorship recognition on the Trap Field 7 at the Jonesboro Shooting Sports Complex;

WHEREAS, Critical Edge is sponsoring the Trap Field 7 for the sum of \$50,000 for a period of 10 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Critical Edge for the sponsorship of the Trap Field 7 at Jonesboro Shooting 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.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR A TRAP/SKEET FIELD AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between Critical Edge (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **January 2022** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of Ten (10) years commencing on the Effective Date and ending at midnight on **December 31, 2031**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the Trap/Skeet Field Number 7 located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship in the total sum of **\$50,000**.
A sum of **\$5000** shall be paid on **January 1st of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional 10 years.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

III. Assign ability and Exclusivity

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

X. Miscellaneous Provisions.

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

CRITICAL EDGE

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-21:101	Version:	1	Name:	CONTRACT WITH DNW OUTDOORS FOR SPONSORSHIP OF THE ARCHERY RANGE AT THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH DNW OUTDOORS FOR SPONSORSHIP OF THE ARCHERY RANGE AT THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Police Department, Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Shooting Range-Archery - DNW Outdoors				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH DNW OUTDOORS FOR SPONSORSHIP OF THE ARCHERY RANGE AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro Shooting Sports Complex located on Moore Rd Jonesboro AR 72401;

WHEREAS, DNW Outdoors is seeking sponsorship recognition on the Archery Range at the Jonesboro Shooting Sports Complex;

WHEREAS, DNW Outdoors is sponsoring the Archery Range for the sum of \$50,000 for a period of 10 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with DNW Outdoors for the sponsorship of the Archery Range at Jonesboro Shooting 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.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR THE ARCHERY FIELD AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between DNW (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **January 2022** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of Ten (10) years commencing on the Effective Date and ending at midnight on **December 31, 2031**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the ARCHERY FIELD located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship in the total sum of **\$50,000**.
A sum of **\$5000** shall be paid on **January 1st of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional 10 years.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

III. Assign ability and Exclusivity

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

X. Miscellaneous Provisions.

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

DNW

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-21:102	Version:	1	Name:	CONTRACT WITH JOE CLAY YOUNG FOR SPONSORSHIP OF THE RANGE ROOM AT THE JONESBORO SHOOTING SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JOE CLAY YOUNG FOR SPONSORSHIP OF THE RANGE ROOM AT THE JONESBORO SHOOTING SPORTS COMPLEX				
Sponsors:	Police Department, Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Shooting Range-Range Building - Joe Clay Young				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH JOE CLAY YOUNG FOR SPONSORSHIP OF THE RANGE ROOM AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro Shooting Sports Complex located on Moore Rd Jonesboro AR 72401;

WHEREAS, Joe Clay Young is seeking sponsorship recognition on the Range Room at the Jonesboro Shooting Sports Complex;

WHEREAS, Joe Clay Young is sponsoring the Range Room for the sum of \$75,000 for a period of 10 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Joe Clay Young for the sponsorship of the Range Room at Jonesboro Shooting 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.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR THE RANGE BUILDING CLASSROOM AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between JOE CLAY YOUNG (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **January 2022** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of Ten (10) years commencing on the Effective Date and ending at midnight on **December 31, 2031**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the RANGE BUILDING CLASSROOM located at the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship in the total sum of **\$75,000**.
A sum of **\$7500** shall be paid on **January 1st of each year**.
- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional 10 years.

- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

III. Assign ability and Exclusivity

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

X. Miscellaneous Provisions.

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

JOE CLAY YOUNG

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-21:103	Version:	1	Name:	ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	6/2/2021	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	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, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	JETS 2021 Agreement				

Date	Ver.	Action By	Action	Result
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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 May 28, 2021 to October 31, 2021 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 5:00am until 9:45am Monday through Friday and 6:00pm to 7:00pm Monday through Thursday. Any other times must be approved by the Pool Director. 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) 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 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 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 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. 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 Pool 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 and/or Parks Director 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 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 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.
 - 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 **\$5,000**.
- 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 Pool Director 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 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.
- 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.

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



Legislation Details (With Text)

File #:	RES-21:104	Version:	1	Name:	CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX				
Sponsors:	Parks & Recreation, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	JULY 4TH 2021 EAB EAB Contract 2021				

Date	Ver.	Action By	Action	Result
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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 1st day of June, 2021, 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, 2021, and ending at midnight on July 4, 2021.
2. **RENT:** Rent is payable in advance, no later than June 30, 2021 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 and operate a 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

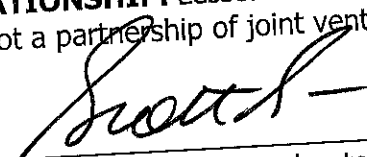
RENTAL AGREEMENT

This agreement made this 1st day of June, 2021, 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, 2021, and ending at midnight on July 4, 2021.
2. **RENT:** Rent is payable in advance, no later than June 30, 2021 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 and operate a 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

Lessor, City of Jonesboro Signature

Attest Signature

6-2-21
Date

Date

Date



Legislation Details (With Text)

File #:	RES-21:105	Version:	1	Name:	CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	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, Finance				
Indexes:	Contract				
Code sections:					
Attachments:	JULY 4TH 2021 JRG				

Date	Ver.	Action By	Action	Result
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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 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 1st day of June, 2021, is between City of Jonesboro, hereinafter called Lessor and Saga Communications of Arkansas, LLC, a/k/a 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, 2021, and ending at midnight on July 5, 2021.
2. **RENT:** Rent is payable in advance, no later than June 30, 2021 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 and operate a 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, Jonesboro Radio Group Signature

Date

Lessor, City of Jonesboro Signature

Date

Attest Signature

Date



Legislation Details (With Text)

File #:	RES-21:106	Version:	1	Name:	APPLY FOR THE FY2021 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE
Type:	Resolution	Status:			To Be Introduced
File created:	6/2/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2021 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE				
Sponsors:	Police Department, Grants, Finance				
Indexes:	Grant				
Code sections:					
Attachments:	06.08.2021 COPS Budget and funding-COPSH FY21				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2021 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE

WHEREAS, applications are now accepted for the COPS Hiring Program for 2021; and

WHEREAS, the COPS Hiring Program is funded at 75% by the U.S. Department of Justice and a 25% local match is required during the first three years and 100% local funds for the fourth year; and

WHEREAS, the City of Jonesboro is seeking funding of up to \$832,010 for the employment of up to five police officers (salaries and benefits) of which up to \$624,007 is federally funded and up to \$208,003 would be local match for the first three years and up to \$299,500 for the fourth year; and

WHEREAS, if the grant is awarded, there will be a request submitted to the City Council to increase the 2021 budget for the amount of local match needed for the balance of the year, and the remaining local match will be included in future budget requests.

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

SECTION 1: The Jonesboro, Arkansas City Council supports the submission of the 2021 application to the COPS Hiring Program for the employment of up to five additional police officers.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the grant application.

SECTION 3: The Grants and Community Development office is hereby authorized by the City Council for the

City of Jonesboro to submit all necessary documents for this federal program.

The Department of Justice
2021 COPS Hiring Program

The city of Jonesboro is applying for the COPS Hiring Program grant to hire five new officers for 3 years with a 1-year post grant retention. This will allow us to increase patrol in high crime areas and provide much needed community policing. We have a 2% increase in population which has caused an increase in crime and traffic violations.

Budget

5 Full time officers for 3 years	\$832,010
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Funding Source

Federal Funds (75%)	\$624,007
Local Non Federal Funds (25%)	\$208,003
Total	\$832,010