



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, April 30, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

3. APPROVAL OF MINUTES

[MIN-24:036](#) Minutes for the Finance & Administration Committee Meeting on Tuesday, April 09, 2024

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:037](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE A CONTRIBUTION TOWARD THE PURCHASE OF A NEW FIRE TRUCK FOR THE JONESBORO FIRE DEPARTMENT

Sponsors: Fire Department, Finance and Mayor's Office

[RES-24:038](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

Sponsors: Mayor's Office, City Attorney's Office, Police Department and Finance

Attachments: [Justice Complex Lease - Craighead County Addendum](#)
[Justice Complex Lease Agreement 2024 - 2027](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-24:036

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance & Administration Committee Meeting on Tuesday, April 09, 2024



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 9, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

Present 4 - Joe Hafner; Ann Williams; John Street and David McClain

Absent 3 - Charles Coleman; Brian Emison and Anthony Coleman

3. APPROVAL OF MINUTES

[MIN-24:020](#)

Minutes for the Finance & Administration Meeting on Tuesday, February 27, 2024

Attachments: [Minutes](#)

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

Aye: 4 - Joe Hafner; Ann Williams; John Street and David McClain

Absent: 3 - Charles Coleman; Brian Emison and Anthony Coleman

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:026](#)

A RESOLUTION TO CONTRACT WITH CAVENAUGH AUTOMOTIVE GROUP FOR SPONSORSHIP OF A BASEBALL AND SOCCER FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation and Finance

Attachments: [Cavanaugh Auto Group Turf Contract](#)

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

Aye: 4 - Joe Hafner; Ann Williams; John Street and David McClain

Absent: 3 - Charles Coleman; Brian Emison and Anthony Coleman

[RES-24:027](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FROM THE U.S. DEPARTMENT OF ENERGY (DOE)

Sponsors: Grants

Councilmember John Street said, I just have one question. Were those LED lights the street lights the ones on Main Street? Grants Director Jeremy Biggs approached the podium and said, that is a great question, Mr. Street. And nothing has been decided as far as location on these street lights. Councilmember John Street said, I was just wondering; because CWL is replacing all the regular street lights with LED. I mean, they should all be done here before too long. Mr. Biggs said, and then also they applied for a BRIC grant as well to replace poles and lights. So if they are granted that, they are going to get to spend a lot more money on poles and light replacement. This will allow us to replace about 70 street lights; but there has been no location identified for this. Councilmember John Street said, I mean, unless you want to give it to CWL and their deal. They would be glad to get it, but I assumed they might be the ones on Main. Mr. Biggs said, there will be an MOU put together between the city and City Water & Light just like we did with the BRIC grant for any kind of street light replacement. It's just the city can apply for this formula funding that the Department of Energy has allocated to entitlement cities. So it's kind of just like the CDBG program, how that works. We get an allotment of funds, but we will allocate that money for the street lights. It's one of the eligible expenses. Councilman John Street said, thank you, sir.

Councilmember David McClain said, so not just lights here in the municipal center, but it's the municipal center and street lights. Is that what I am understanding? Mr. Biggs said, it will be for an energy audit of the whole building that we are in right now. That will be conducted by an energy company and a third party. It will allow us to replace up to 70 street lights based on current cost of LED fixtures; and then also it will allow us to grant out monies to non-profit organizations who own and operate public facilities that are open to the public. So think like the Hispanic Center, if they wanted to apply for a grant to retrofit their building to get it up to maximum energy efficiency levels, they could apply for that funding and we would grant that to them.

Councilmember Ann Williams said, I know that it had been mentioned that improved lighting would be covered under the \$5 million safety grant. How does that work with this, or is it just in addition to this as far as lighting issues and stuff? Mr. Biggs said, yes it will be in addition. So that Safe Streets for All grant is up the corridor of Highway 91 and Johnson, and also up 141 past Parker Park. So all new lighting will be in that project, and that is already funded. This is just an additional source of formula funding. Councilmember Ann Williams said, that is what I was wondering. I was assuming that was the case. Mr. Biggs said, just allows us to replace more street lights. Councilmember Ann Williams said, right. Very good.

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

Aye: 4 - Joe Hafner; Ann Williams; John Street and David McClain

Absent: 3 - Charles Coleman; Brian Emison and Anthony Coleman

[RES-24:028](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA),

FY24 BUSES AND BUS FACILITIES COMPETITIVE GRANT FOR THE JONESBORO
ECONOMICAL TRANSPORTATION (JET)

Sponsors: JETS and Grants

Attachments: [Buses & Bus Facilities Budget](#)

Councilmember John Street said, is that going to be built out on our facilities on Dan Avenue? Alejandra Morales with the Grants Department approached the podium and said, there is actually that plot of land that is next to the JET facility that has that red dirt. That is where we were thinking of doing it. Councilmember David McClain said, so this is going to be a maintenance building, it looks like? Ms. Morales said, correct. Councilmember David McClain said, do we have, I don't know if things come up throughout the year, but is there a way for us to have, maybe you guys have a spreadsheet of we are applying for this grant. Here is how much we need in matching funds. Is that something we could have or be sent to us? That way, I would like to know the running tally of maybe we are looking to have to match throughout the year that we are going to have requests for. I know everything won't be approved, but maybe have an idea of what we are going to be applying for and what the matching requirement may be. Ms. Morales said, yes, we can definitely do an Excel sheet and project future grants and what we are thinking of doing; and like you said, the amounts and the matches. Yes, we can definitely do that.

Chairman Joe Hafner said, and Steve or Brian, I don't have it with me, but our budget includes. Doesn't it have a page that shows the grants that we have already applied for? I can't remember if it is ones we have already applied for or ones that are planned to be applied for. Finance Director Steve Purtee approached the podium and said, there are three sections in the budget document. It's those grants in process, those grants to be applied for, then potential as well. Chairman Joe Hafner said, and I know some may come up through the year that weren't budgeted for, but is this one that is budgeted for? Do you know? Mr. Purtee said, this one is in addition to that grouping.

Chief Administrative Officer Brian Richardson approached the podium and said, and just to add that the match on this, and Jeremy correct me if I am wrong on this, part of this match can also be a value of the property that is assigned to it. Some of that would qualify, and this would also be the 80% of this would actually come from federal JET funding and 20% would be local match of the match. Is that correct? So it's not technically \$300,000 or whatever that match is that is directly coming out of the city general revenue fund. It's 80% of that match is paid for with existing JET funds and 20% would be a local match. If that is clear. Chairman Joe Hafner said, and to add on to Mr. McClain's point, I think if we could get that spreadsheet probably emailed to us maybe quarterly. Councilmember David McClain said, that would be nice too. Chairman Joe Hafner said, that would be great, because it kind of gives us an idea of what funds we are going to have to appropriate. And also it kind of helps us say, hey, even if you have funds applied for, or grants applied for or grants awarded, it kind of lets us see how successful we are being on our applications too. That would be appreciated on a quarterly basis. You know, if you want to do like first quarter now and second quarter some time in July.

Mr. Richardson approached the podium and said, and we kind of communicate that back and forth with Grants throughout the year, so that wouldn't be an issue. And I don't like to pass up an opportunity to stress to the public as well that, just because you apply for a grant doesn't mean that you get it. And I think that always needs to be constantly stated, because we kind of do go above and beyond here with the transparency of grants. A lot of cities won't send a grant application to council. So

anytime that there is a match funding, we bring the grant here to council and to committees first, so I just want to clarify. I know that we all know, but just because we apply doesn't mean that we get it unfortunately. Chairman Joe Hafner said, like I said, if you add that column of spreadsheet applied for awarded, it helps us know how successful we are being. Are we 20% successful? And I know that, are you looking at dollars to be successful, or are you looking at the number of applications? Because I know it can differ depending on what measure you are looking at as being successful. What I mean by that is that you could have ten grants. One of them could be a \$10 million grant and the rest of them could be a thousand dollar grants. But you win the \$10 million grant and you lose the other grants. If you went by just the number of applications, that wouldn't look very good. But if you went by the dollars, that would look really good.

Mr. Richardson said, I continue to applaud our grants department. They are aggressive and thorough. So I feel fully confident that we get our fair share. But I will definitely send over that information as we get it. Mr. Biggs approached the podium and said, I can get it to you as soon as this meeting is over. We have a running spreadsheet of all of our grants that were being applied for and what the match requirement is, what the total amount would be. So I can shoot that over to the whole council real quick as soon as I get back upstairs. Chairman Joe Hafner said, I figured you did. I mean, that is just good business. Mr. Biggs said, and our grants are a little tricky, especially with JETS. A lot of that is formula funding. Of course, our CDBG is formula funding, so it's almost guaranteed money that is allocated. We just have to go through all the paperwork and all of the requirements that are tied to those grant funding sources. But we've got it all separated out too as long as departments go. But it's a real simple spreadsheet. I can get that over to you here in a few minutes.

Mr. Biggs went on to say, one more thing. While we are talking about JETS, and I think Steve will be happy to hear this too. I know he was last week, but we have been working really hard and Alejandra is really leading the charge on this. She knows all about JETS, a lot more than I do. And she has worked really hard in the past couple of months to get that funding in line and get us caught up. We have a lot of funding that has just been sitting there for many fiscal years that we've not just been able to get. There are a lot of issues with that. ARDOT has to sign off. It has to be in the STIP. There is a lot of stuff, a lot of moving pieces. But we should have all that money able to be drawn down here in the next 120 days. That is going to really put us in a much stronger financial position as far as JETS is concerned.

Councilmember Ann Williams said, on the topic of JETS and grants and the possibility of that, I had asked Mr. Gibson, chairman of the Public Services committee for us to put on the next agenda of Public Services the question of considering expanding the JETS schedule or more frequent stops and pickups for riders. I think this has been discussed that counterintuitively having more stops will increase the ridership as far as people being willing to wait, or be interested in taking JETS if they know they won't have to wait two hours. And I think that especially if they rely on it to get to work, and I think we could see the ridership increase. I think we are at the point where we need to think about going bigger. I think we need to do it and accept the fact that we do have a public transit here and that we want to make it viable for people that are using it for employment. I think we need to address the routes, the schedules, the frequency of the pickups at each stop, and whether it is practical for people to use it on a regular basis. I know a lot of people depend upon it, but we need to really think about going bigger.

Mr. Richardson approached the podium and said, I agree and I will just add on top of

that. Not only do we want people to enjoy and use that system for employment, but also for any number of reasons. I think that with the new leadership out at JETS, you are going to see some really good changes out there, some increased access for people. Obviously we have increased pretty heavily in our efforts to expand and improve that program. The next resolution regarding routing software is a big piece of that; and really, we just need to continue improving the overall experience and investment in our transit system to make it something that is not just a system that people have to ride, but a system that people want to ride. Councilmember Ann Williams said, and that they will find that it is practical to use. I think that if there are more frequency of stops at each particular stop, if you know you can go to a stop and not have to wait very long, I think that it would become a very viable form of transportation for a lot of people, not just for employment, but for other reasons. People that don't want to fight the traffic, for example. Mr. Richardson said, correct. And obviously there are multifold benefits to that. Not only is it easier for people to get around, but it does reduce the amount of vehicles that may cause traffic congestion. I think that between the new bus fleet that is coming one of these days, and the additional smart bus stops, the enclosed bus stops, with some of the heightened technology in it to let people know when a bus exactly is going to be there and additional city updates, I think it will be a very valuable tool. I think that it is pretty evident that the administration believes in the JET system, and we are going to continue to push for further and further investments in that system.

Councilmember Ann Williams said, and I think also the more that people see buses on the streets, if we amp up our service, it will occur to them to take JETS. It will be more visible. Mr. Richardson said, I certainly hope so. Councilmember Ann Williams said, but it involves a commitment to going bigger and realizing why it is and why it is essential to a town our size to really do it. A town both as far as population and geographic size why it makes sense for us to do it.

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

Aye: 4 - Joe Hafner; Ann Williams; John Street and David McClain

Absent: 3 - Charles Coleman; Brian Emison and Anthony Coleman

[RES-24:030](#)

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO PURCHASE SOFTWARE AND ENTER INTO A CONTRACT WITH TRIPSPARK FOR JONESBORO ECONOMICAL TRANSIT FOR ROUTING SOFTWARE

Sponsors: JETS and Finance

Attachments: [Jonesboro Software License and Maintenance Agreement Migration from Ro](#)
[RES-24-003 JET Formula 339](#)
[Jonesboro - Novus Pricing Summary](#)

Councilmember John Street said, I think that is what you alluded to, Brian. The only complaint I ever get about JETS is the lack of a dependable schedule or knowing if there is some means. Is this where they can have an app on their phone and actually look at it real live time? See when it will hit that stop? Mr. Richardson said, this is not for an app. This is to take both our historic and real-time data to help generate more realistic trip stop goals, and to help generate information that is going to be needed for an app, which expect that coming to a plate for city council soon. Councilmember John Street said, as Ann alluded to a minute ago, the gentleman I was talking about, he had real concerns because he did depend on this as his only way to work and back. And

he had to know if it was going to be there so he could get to work or possibly lose his job. He was needing to use it, but the lack of an absolute time schedule for being there and getting back. And he said the drivers were really good about helping him. They weren't supposed to supposedly, but they did anyway and get him back. Mr. Richardson said, yes, this will be valuable information for whenever that final piece of the software is developed. Right now, it will help with optimizing realistic times to put down on a schedule and provide instant feedback to dispatch there at the JET system on any possible problems that need to be addressed. So it's a big step in the right direction to making sure that we put the most reliable data out there and to help provide a foundation and some fundamental timings to building an app around.

Councilmember Ann Williams said, but we are also going to need to make a serious investment in more rolling stock, more buses. And that is also going to be key to people having shorter waits. We need to consider maybe redoing some of our schedules, our routes rather, expanding our routes. Mr. Richardson said, and that is part of what this software is going to help provide that information to be able to make those informed decisions as far as route expansions or improvements to help optimize them. Councilmember Ann Williams said, but I think it's important to think about more service as far as our city investment in the system.

Chairman Joe Hafner said, a quick question. This resolution refers to RES-24:008, taking about to apply for grant funding. Have we been awarded that grant? Alejandra Morales approached the podium and said, that is part of the formula funding that JETS gets through FTA. It has been submitted to FTA and they are reviewing it. They were just waiting on Council to allow the mayor and city clerk and Carol to sign off on the certifications and assurances that is assigned every fiscal year, and they are just waiting on that to continue. Chairman Joe Hafner said, thank you.

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

Aye: 4 - Joe Hafner;Ann Williams;John Street and David McClain

Absent: 3 - Charles Coleman;Brian Emison and Anthony Coleman

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

Aye: 4 - Joe Hafner;Ann Williams;John Street and David McClain

Absent: 3 - Charles Coleman;Brian Emison and Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:037

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE A CONTRIBUTION TOWARD THE PURCHASE OF A NEW FIRE TRUCK FOR THE JONESBORO FIRE DEPARTMENT

WHEREAS, the City of Jonesboro is scheduled to receive a new fire truck for the Fire Department which will cost \$910,063; and

WHEREAS, the purchase is funded through appropriation in the Depreciation Fund; and

WHEREAS, CWL has indicated a willingness to contribute \$500,000 towards the purchase of the truck, and requires a resolution from the City Council to enable the contribution.

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

SECTION 1: CWL is hereby requested to contribute \$500,000 out of its surplus funds to be used toward the purchase of a new fire truck for the Jonesboro Fire Department.

SECTION 2: That Mayor Harold Copenhaver and City Clerk April Leggett are authorized to execute the necessary documents to effectuate this contribution.



City of Jonesboro

300 S. Church Street
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File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

WHEREAS, the City of Jonesboro, Arkansas and Craighead County, Arkansas desire to enter into a lease agreement for space for the Craighead County District Court and its employees in the Justice Complex located at 410 W. Washington Avenue, Jonesboro, Arkansas; and

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

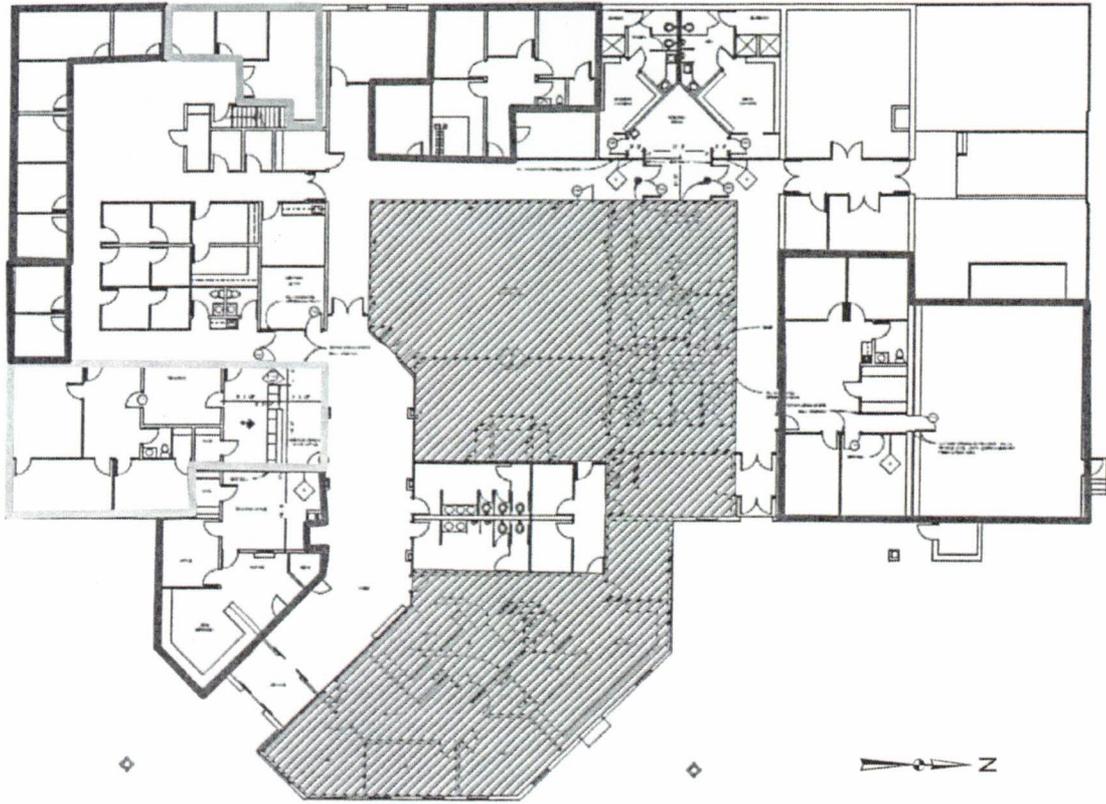
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro approves the Lease Agreement with Craighead County, Arkansas for property located in the Justice Complex located at 410 West Washington, Jonesboro Arkansas.

SECTION 2: The term of the Agreement shall be for a period of three years and the space to be rented is 6,269 square feet and the rental cost for the space shall be \$32,730.20 to be paid biannually. All other details of the agreement are set out in the attachment.

SECTION 3: 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 this agreement.

Justice Complex



LEASE AGREEMENT

This agreement, made and entering into on effective date by and between the CITY OF JONESBORO, hereinafter called Lessor, and Craighead County Quorum Court, hereinafter called Lessee, enter into the following lease agreement, to wit:

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Craighead County, Arkansas: 6,269 square feet from the City of Jonesboro, Municipal Complex located at 410 West Washington, Jonesboro, Arkansas. To have and to hold said premises unto the said Lessee for and during the term contained in paragraph two, subject to the covenants, conditions, and liens herein contained. The actual area to be leased is designated on the addendum attached hereto.

2. **Term.** Lessor and Lessee enter into a lease agreement dated the 17th day of March, 2024 and shall extend for a term of three years. However, either party with a written 90 day notice to the other may terminate this lease for any reason prior to the expiration of this agreement. At the end of the three year term, the lease will convert to a monthly lease until such time as a new lease agreement is signed by the parties.

3. **Rent.** Lessee agrees to pay Lessor as rental the sum of \$32,730.20, payable on the 17th day of March, 2024 and to be paid in biannual payments thereafter during the term of this lease.

(a) **Additional Rent Value.** Three offices consisting of 252 square feet, not included in item 1. Leased Premises, will be used by STAR Court and shall be referenced in this lease as an In-Kind match for a BJA grant that STAR Court receives to fund a program assisting the citizens of Jonesboro in working toward sobriety and betterment of their lives. This In-Kind value, representing a donation by the City, is \$1,315.68.

4. **Payment of Rent.** The rent payable hereunder shall be paid to Lessor at 300 S. Church Street, Jonesboro, Arkansas 72401.

5. **Building Alterations/Remodeling.** Any and all building alterations/remodeling shall only be made with prior permission from the City of Jonesboro.

6. **Use of Property.** Lessee agrees to use the leased premises for the purpose of County

Judicial Business and office clerical work. Lessee is to obtain written consent from Lessor in advance if planning to use premises for any other reason.

7. **Assignment and Subletting.** Lessee shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Lessor's written consent, which consent shall not be reasonably withheld. In the event of such assignment or subletting, Lessee shall remain liable for the performance of this Lease.

8. **Lessor's Repairs.** Lessor shall maintain the exterior walls, doors, and roof of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Further, the Lessor is obligated to keep the interior of the building, including interior wiring, plumbing, and window and door glass in good repair.

9. **Lessee's Repairs.** Lessee shall be responsible for maintaining its area of carpeting and the painting of the interior of the leased premises. Lessee shall be responsible for any cosmetic changes to the interior of the premises. Lessee shall, at the termination of said lease, leave interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excluded.

10. **Lessee's Default.** If Lessee shall be in default as to the payment of rent for a period of thirty (30) days or as to any covenant herein provided for more than thirty (30) days after receipt of notice from Lessor specifying such default, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to reenter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonable obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event it will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such default.

11. **Non-Waiver.** It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. **Holdover**. If Lessee remains in possession of the leased premises after the expiration of the term of this Lease, or renewal of this Lease, as the case may be, without a new lease reduced to writing and duly executed, even if Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the leased premises only as a Lessee from month to month, subject to all the covenants, conditions, and agreements of this Lease.

13. **Risk of Loss**. Lessee shall be solely responsible for losses including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and/or other valuables left on the leased premises. The Lessee may elect to acquire and maintain insurance to protect against such losses at its own expense.

14. **Common Areas**. Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the invitees and employees of Lessor, Lessee, and other tenants of Lessor, and Lessor hereby grants to Lessee the right, during the term of this lease, to use any designed parking areas and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

15. **Compliance with Laws**. Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

16. **Waste**. Lessee shall not commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises. Lessee shall not store or permit to be stored thereon or therein any explosives, combustible substances, or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property, and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

17. **Interpretation**. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. **Governing Law**. The terms and conditions of this Lease shall be construed and governed by the laws of the State of Arkansas and any venue for any litigation related to this issue shall be in Jonesboro, Craighead County, Arkansas.

19. **Entire Agreement**. This lease agreement contains the entire agreement of both

parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this

_____ day of _____, 2024.

LESSOR

City of Jonesboro

By: _____

Mayor, Harold Copenhaver

Attested by:

April Leggett, City Clerk

LESSEE

Craighead County Judge

By: _____

County Judge, Marvin Day

Attested by:

Title: _____