



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, April 16, 2019

5:30 PM

Municipal Center

PUBLIC SERVICES COMMITTEE MEETING AT 4:30 P.M.

Council Chambers, Municipal Center

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-19:022 OVERVIEW GIVEN BY ROTARY REPRESENTATIVES ON THE ROTARY CLUB OF JONESBORO CENTENNIAL PLAZA

Sponsors: Mayor's Office

5. CONSENT AGENDA

MIN-19:033 MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 2, 2019

Attachments: [Council Minutes 04022019.pdf](#)

RES-19:023 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

Sponsors: Engineering

Attachments: [Offer Package 5713 E. Nettleton](#)

Legislative History

4/2/19	Public Works Council Committee	Recommended to Council
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RES-19:032 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)

Sponsors: Engineering and Parks & Recreation

Attachments: [Summary - SOQ](#)
 [Proposal - 100971](#)

Legislative History

4/2/19	Public Works Council Committee	Recommended to Council
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RES-19:042 A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

Sponsors: Parks & Recreation

Attachments: [JBB Proposed 2019 Agreement.docx](#)

Legislative History

4/9/19	Finance & Administration Council Committee	Recommended to Council
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6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED - LAND BANK COMMISSION

RES-19:043 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO SELL PROPERTY LOCATED AT 115 NORTH DRAKE TO JUAN CARLOS CRUZ AND PURCHASE PROPERTY LOCATED AT 108 NORTH BRIDGE 112 NORTH BRIDGE FROM JUAN CARLOS CRUZ

Sponsors: Land Bank Commission

Attachments: [Commitment \(AR\) - 108 North Bridge](#)
 [Commitment \(AR\) - 112 North Bridge](#)
 [Plat - Block 9, Lots 11, 12, 13](#)
 [SIGNED OA FOR 108 AND 112 NORTH BRIDGE](#)

RES-19:044 A RESOLUTION RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 107 NORTH BRIDGE FROM VERNON WOOD.

Sponsors: Land Bank Commission

Attachments: [107 N. Bridge - Limited Title Search](#)
 [107 N. Bridge - Title Search](#)
 [NEW 107 North Bridge Signed O&A](#)
 [Plat - Block 10, Lot 15](#)

RES-19:045 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 109 NORTH BRIDGE FROM VERNON WOOD.

Sponsors: Land Bank Commission

Attachments: [109 N Bridge - Title Search](#)
[109 N. Bridge - Limited Title Search](#)
[NEW 109 North Bridge Signed O&A](#)
[Plat - Block 10, Lot 16](#)

RES-19:046 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE LAND BANK TO PLACE A BID UP TO THE AMOUNT OF THE LIEN DURING THE AUCTION OF PROPERTY LOCATED AT 501 MARSHALL STREET, JONESBORO, ARKANSAS.

Sponsors: Land Bank Commission

Attachments: [RES-18-199](#)
[Lien Paperwork for 501 Marshall](#)

ORDINANCES ON FIRST READING

ORD-19:018 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1812 PIZZA COMPANY.

Attachments: [Application 1812 Pizza.pdf](#)

ORD-19:020 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4801 EAST PARKER ROAD FROM R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO IC-3, GENERAL COMMERCIAL DISTRICT AS REQUESTED BY RIDGE SURVEYING ON BEHALF OF RUTH CAUBBLE

Attachments: [19151 plat.pdf](#)
[Application.pdf](#)
[Staff Summary - Council.pdf](#)
[Zoning Plat.pdf](#)

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-19:015 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1108 INVESTMENTS, DBA EMBASSY SUITES OF JONESBORO

Attachments: [Application.pdf](#)
[Members.pdf](#)

Legislative History

4/2/19	City Council	Held at one reading
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ORD-19:016 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR JLH HOLDINGS, DBA HOULIHAN'S OF JONESBORO

Attachments: [Application.pdf](#)
[Members.pdf](#)

Legislative History

4/2/19 City Council Held at one reading

ORD-19:017

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, LIMITED INDUSTRIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 304,310,312,316,318 CATE AVENUE AS REQUESTED BY INDIA OLSON OF EDG ON BEHALF OF TED HERGET OF MATH INVESTMENTS

Attachments: [Staff Summary - Council -.pdf](#)
[18263 REZONING PLAT - ALL LAYERS.pdf](#)
[Application.pdf](#)
[Boundary Survey Plat.pdf](#)
[Boundary Survey.pdf](#)
[Rezoning Replat.pdf](#)
[Site Plan.pdf](#)
[Cate Street - Opposition 04022019.pdf](#)

Legislative History

4/2/19 City Council Held at one reading

ORDINANCES ON THIRD READING**ORD-19:004**

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL; ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2019

Attachments: [2019 Council Procedures4](#)

Legislative History

1/31/19	Nominating and Rules Committee	Recommended to Council
2/19/19	City Council	Referred
3/5/19	Nominating and Rules Committee	Recommended to Council
3/19/19	City Council	Placed on second reading
4/2/19	City Council	Held at second reading

ORD-19:008

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-139(E) (6), FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR MAXIMUM HEIGHT WITHIN THE CITY OF JONESBORO, ARKANSAS WITH THE INTENT TO CLARIFY MAXIMUM HEIGHT FOR THE GENERAL HEALTH SAFETY AND WELFARE OF THE COMMUNITY.

Attachments: [building height.pdf](#)

Legislative History

3/5/19	Public Works Council Committee	Recommended to Council
3/19/19	City Council	Placed on second reading

4/2/19 City Council Held at second reading

ORD-19:009 AN ORDINANCE TO AMEND CHAPTER 50 PARKS AND RECREATION, ARTICLE II OF THE CODE OF ORDINANCES AND ADD 50-26 ENTITLED "SMOKING AND USE OF TOBACCO PRODUCTS" WHICH SHALL PROHIBIT SMOKING AND TOBACCO USE IN ALL CITY PARKS, FACILITIES, AND TRAILS

Sponsors: Mayor's Office and Parks & Recreation

Legislative History

3/5/19	Public Works Council Committee	Recommended to Council
3/19/19	City Council	Placed on second reading
4/2/19	City Council	Held at second reading

ORD-19:011 AN ORDINANCE TO AMEND CHAPTER 42, ARTICLE VI OF THE CITY OF JONESBORO CODE OF ORDINANCES AND CHAPTER 117-138 OF THE ZONING USE TABLES REGULATING SHORT-TERM RESIDENTIAL RENTALS

Sponsors: Planning and Mayor's Office

Legislative History

3/5/19	Public Works Council Committee	Recommended to Council
3/19/19	City Council	Placed on second reading
4/2/19	City Council	Held at second reading

ORD-19:013 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR PROJECT AWARENESS, INC.

Attachments: [ProjectAwarenessInc.Bamboo.CityOrdinance.pdf](#)
[Private Club_Redacted.pdf](#)
[Baker email 03182019.pdf](#)

Legislative History

3/19/19	City Council	Placed on second reading
4/2/19	City Council	Held at second reading

ORD-19:014 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3841 GRIGGS AVENUE FROM RESIDENTIAL, R-1 TO COMMERCIAL, C-3 LUO AS REQUESTED BY GEORGE HAMMAN ON BEHALF OF J.K. KAZI

Attachments: [Staff Summary - City Council.pdf](#)
[Application.pdf](#)
[Rezoning Plat Planning.pdf](#)
[rezoning plat.pdf](#)

Legislative History

3/19/19	City Council	Placed on second reading
4/2/19	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-19:026 Airport Commission Financial Statements ending March 31, 2019

Attachments: [JAC Jonesboro Airport Financials 03 2019.pdf](#)

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-19:022	Version:	1	Name:	OVERVIEW GIVEN BY ROTARY REPRESENTATIVES ON THE ROTARY CLUB OF JONESBORO CENTENNIAL PLAZA
Type:	Other Communications	Status:			To Be Introduced
File created:	4/2/2019	In control:			City Council
On agenda:		Final action:			
Title:	OVERVIEW GIVEN BY ROTARY REPRESENTATIVES ON THE ROTARY CLUB OF JONESBORO CENTENNIAL PLAZA				
Sponsors:	Mayor's Office				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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OVERVIEW GIVEN BY ROTARY REPRESENTATIVES ON THE ROTARY CLUB OF JONESBORO CENTENNIAL PLAZA



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-19:033	Version:	1	Name:	MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 2, 2019
Type:	Minutes	Status:		Status:	To Be Introduced
File created:	4/4/2019	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 2, 2019				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Minutes 04022019.pdf				

Date	Ver.	Action By	Action	Result
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MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 2, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, April 2, 2019

5:30 PM

Municipal Center

PUBLIC WORKS COMMITTEE MEETING AT 5:00 P.M.

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Pledge of Allegiance to be given by Cub Scout Pack 134 - Webelos

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 10 - Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

Absent 2 - Ann Williams and Charles Frierson

4. SPECIAL PRESENTATIONS

[COM-19:024](#) PRESENTATION BY MAYOR HAROLD PERRIN OF A KEY TO THE CITY TO MATT DANIEL, THE NEW HEAD COACH FOR THE ARKANSAS STATE UNIVERSITY LADY RED WOLVES BASKETBALL TEAM

Read

[COM-19:014](#) PROCLAMATION PRESENTATION TO THE JONESBORO HIGH SCHOOL SWIM TEAM FOR WINNING THE 5A STATE CHAMPIONSHIP BY MAYOR HAROLD PERRIN

Read

[COM-19:020](#) PROCLAMATION FROM MAYOR PERRIN TO CLARA PARKER, GATORADE PLAYER OF THE YEAR FOR THE STATE OF ARKANSAS AND CHECK PRESENTATION FOR DONATION TO CITY STARS VOLLEYBALL

Read

[COM-19:012](#) LAND BANK PRESENTATION BY JONATHAN SMITH

Attachments: [PowerPoint for City Council.pptx](#)

Read

5. CONSENT AGENDA*Approval of the Consent Agenda*

A motion was made by Councilperson Chris Moore, seconded by Councilperson Chris Gibson, to Approve the Consent Agenda. The motioned PASSED

Aye: 10 - Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

[MIN-19:029](#) Minutes for the City Council meeting on March 19, 2019

Attachments: [Council Minutes 031919](#)

This item was passed on the consent agenda.

[RES-19:024](#) RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS TO AMEND RESOLUTION-19:020 TO REFLECT A CHANGE IN THE TERM OF A BOARD MEMBER OF CITY WATER AND LIGHT

Attachments: [Amend term_email from Chris Gibson.pdf](#)

This item was passed on the consent agenda.

Enactment No: R-EN-032-2019

[RES-19:025](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CREATE A MASTER STREET PLAN ADVISORY COMMITTEE AND APPOINT MEMBERS TO THE COMMITTEE

This item was passed on the consent agenda.

Enactment No: R-EN-033-2019

[RES-19:029](#) Letter of Credit with Centennial Bank to be issued to the Arkansas Department of Environmental Quality (ADEQ)

Attachments: [Incorporation of Jonesboro Arkansas - Renewal Documents - To be signed](#)
[Renewal Documents - Copies](#)

This item was passed on the consent agenda.

Enactment No: R-EN-034-2019

6. NEW BUSINESS*ORDINANCES ON FIRST READING*

[ORD-19:015](#) AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE

CLUB PERMIT FOR 1108 INVESTMENTS, DBA EMBASSY SUITES OF JONESBORO

Attachments: [Application.pdf](#)
 [Members.pdf](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-19:015 by title only. All voted aye.

Held at one reading

[ORD-19:016](#)

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR JLH HOLDINGS, DBA HOULIHAN'S OF JONESBORO

Attachments: [Application.pdf](#)
 [Members.pdf](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-19:016 by title only. All voted aye.

Held at one reading

[ORD-19:017](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, LIMITED INDUSTRIAL USE TO C-1, DOWNTOWN CORE COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 304,310,312,316,318 CATE AVENUE AS REQUESTED BY INDIA OLSON OF EDG ON BEHALF OF TED HERGET OF MATH INVESTMENTS

Attachments: [Staff Summary - Council -.pdf](#)
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 [Application.pdf](#)
 [Boundary Survey Plat.pdf](#)
 [Boundary Survey.pdf](#)
 [Rezoning Replat.pdf](#)
 [Site Plan.pdf](#)
 [Cate Street - Opposition 04022019.pdf](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-19:017 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

[ORD-19:004](#)

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL; ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2019

Attachments: [2019 Council Procedures4](#)

Patti Lack, 4108 Forest Hill Road, said, I saw this on tv on the news last night and I

got a lot of calls this morning talking about the procedures and everything. I know we talked last week about the ten-minute rule, but I would like to address the idea of bringing if I had a document or a thumb drive or a presentation to present to all of you. On one side of it, I understand that you don't want to have a virus on the computer, that is very important. I also know that there is an IT guy here that can look that up if I gave that to him at 5:00 p.m. when I brought it to him. I know that there is other material that he could look at if it wasn't presentable, he could look at it then. So, from that standpoint, is that I would like it to be that one person looks at my material that I am going to present to all of you instead of giving it at 10:00 a.m. I think the downfall in giving it at 10:00 a.m. is that if I was working, it is going to be hard to get that up here at 10:00 a.m. But, if I knew I was going to come here at 5:00 p.m. to present it to you is that the IT guy can look at my thumb drive, look at my presentation. It has to be around 10 minutes long so it is not going to take very long for him to do it. And, then, also too, if I had handouts, that I could just hand those out to you. So, I am looking at it, kind of, from my standpoint. If I was fighting against something, that if it was looked at, that it was only looked at by one person and then it was open to all of you. So, I hope that you all take that into consideration with that.

Councilmember Joe Hafner said, I have a question regarding her comment. If she is referring to the person in the back room, that is not an IT employee, is it? City Attorney Carol Duncan said, no. Councilmember Hafner said, it is a Communications Department employee. Ms. Lack said, I thought it was an IT guy. Ms. Duncan said, no. Councilmember Hafner said, it is the Communications Department. Ms. Lack said, well, even if it was at 5:00 p.m., you know I am just looking at time wise. You know a lot of people have difficulty in just coming to the City Council meeting just because they work. So, you know if it was possible, it would be great. But, if wasn't at 5:00 p.m., if what you are looking for is making sure that there is nothing bad on that presentation, that is what you are looking for. So, if there was someone that could look at it, you know, it is only going to take ten minutes then on there. Councilmember Hafner said, I was just making sure that you knew that wasn't an IT employee. I just wanted to clear that up. Ms. Lack said, when I hear that there is problems with the computer, I thought that was an IT guy.

City Clerk Donna Jackson said, the reason that it is submitted to the Clerk is because this position is responsible for that data. It is not IT. It is not Communications. It is the City Clerk. That is how it is submitted into the record. Ms. Lack asked, what if they got it to you at like 4:30 p.m.? Ms. Jackson said, a lot of times we have public hearings that start as early as 4:00 p.m. or 3:45 p.m. Ms. Lack said, well, I understand on both sides and I understand from that standpoint too, but I think it really is going to be from the standpoint of someone that I want to present something to you. And, then also too, is that time wise for someone presenting, it might be difficult if they haven't done it before. Ms. Jackson said, this office, again, is responsible for the data and making the record when it comes to the city council meetings. Ms. Lack said, you do a good job.

Councilmember David McClain said, the one thing that I was wanting to ask and discuss and I chatted a little bit with our City Attorney about it was looking at, does this, would this, with the feeling that if we adopt these rules and the public have to submit their information by 10:00 a.m. and also looking at them having to submit any kind of attachment, even if it is a handout, would that cause for us to have a suit filed against us saying you are suppressing my rights as a citizen to come here and speak. In the conversation we had, she felt we already have rules in place. But, one thing that I thought maybe we should look at changing in this and Mr. Gibson, I know you are chair of Nominating and Rules now. Would you guys be opposed to maybe that we

don't require the attachments to be done in word and submitted that way? And, the reason I am asking for that is, the City Attorney and I talked about it, but if someone has signatures, they are against something and they have signatures, do we want them to scan and email that every time or are we ok with them submitting that here before the meeting or during the meeting even? If it is on the second or third reading, are we ok with that? That was one of the questions that I thought of and maybe we should look at instead of doing that where we require attachments to be submitted, maybe we look at and stick to the electronic devices, thumb drives, and etc. Mayor Perrin said, I think you are talking about the format. Time is not an issue and getting it to the clerk, but you are saying the format in which you give it, right? Councilmember McClain said, right. Mayor Perrin said, ok. Councilmember McClain said, maybe we can make that change tonight if you guys are willing to or are open to it. Maybe that is something that we should consider. I think it would be beneficial to us.

Councilmember Chris Gibson said, on behalf of the committee and in all due respect, this is why we had three working sessions on this document so we could get all of these washed out on the front end before we brought it to the committee and before we brought it to the floor. I will certainly adhere to whatever the council decides, but I feel I gave everyone ample opportunity to voice their opinions. Councilmember McClain said, that is something I totally didn't like from the beginning was that one piece. Everything else I have been ok with, but I think that one where we do require the public to submit what they have has been something that has bothered me from the beginning since we started, since Donna and I started looking at it.

City Clerk Donna Jackson said, one of the things, this is where I am coming from as the clerk, a lot of times you will have more than one individual that is here for a meeting on a different subject. And, we have had issues with different citizens who will just go to anybody and they will place items on your desk. Councilmember McClain said, right. Ms. Jackson said, you don't know where it came from or what it applies to. And, what we are trying to do is keep a record of that when something is submitted. I'm not really understanding. What you are saying is not require it to be put in word? Councilmember McClain said, not require the attachments if it is something like you just said. Somebody wants to give us a document with signatures, again, something along those lines. Maybe something that they don't have to submit beforehand, but they can give it to us when they get here. Ms. Jackson said, if it is presented and they come up and we know exactly what it is. What we are trying to prevent is having a bunch of paperwork put up here and we don't know what it applies to or who submitted it. That was the point of that. What I wanted to say as far as submitting something in word for the clerk's office, just like you will notice on your agenda, you have up here like the council procedures that he submitted. A lot of times, those are in word so that they can be opened and viewed. This is a great way to keep up with it. If we got a hard copy of something and we didn't have it in word, we can scan it and make a pdf. But, if it is too large, then the only alternative we have is to put it with the hard copy of the minutes that is kept in the vault. It is difficult for the citizens. That is the whole point of this so they can go to Legistar and open it up and view it. I just want you to know where the clerk is coming from. Councilmember McClain said, right. Mayor Perrin said, good comment.

Councilmember Bobby Long said, this is on a separate subject other than this. I just want to bring this up for consideration as well. Since this is not the approved document, it is the draft document. I would like to consider that the draft document be something that is a comparison between the original and what is up for viewing on Legistar until it becomes the approved document. That would allow people the opportunity to see what has been changed, what has been deleted, what has been

modified from the original to whatever is on there right now. I think that would be beneficial to people to know because if something has been added, then it is normally in red. But, if it has been deleted and nothing has been put in its place, it's just been deleted, there is nothing out there to say that this was actually marked out. This is what it was originally. This is what the proposal is on the table at this point right now. Mayor Perrin said, what you are saying is or my understanding of what you are saying is if we could put something on the website or something now because it hasn't been adopted yet it to have the old and to have the new comparing those two. Is that what you are saying?

Councilmember Long said, you can have a document that compares both, that shows the changes from the original to what is being presented right now. That, I think, would be beneficial. That way people could get on there and say well, this whole sentence right here was taken out, but nothing was replaced. Ms. Jackson said, I thought that is what this did. We have the original online. I will be glad to put the original here, but this document shows the changes. Councilmember Long asked, the marked out sections and things that were changed? Ms. Jackson said, yes. There were very few things that were changed. It was more verbiage added, things for explanation purposes. Mayor Perrin said, review it if you will Bobby on that and see on your website there. You have it in front of you there on your laptop.

Councilmember LJ Bryant said, it is hard to frame it, but I just remember the Fred Street rezoning at the last council meeting, kind of to Patti's point, you have a hard working fella and he came up and gave us a handout. I know trying to balance that against the recordkeeping portion of it, but then the value of the handout he had done a nice job of outlining what other zonings were in the area and stuff. So, I don't know, I guess as we go into our final consideration of this, making sure that, I know we are trying to find the balance of where the information comes from, but finding the balance of making sure that somebody at 5:00 p.m. that gets off a factory shift can't come down here and give us maybe an important piece of information or frame it into a way that we didn't think of. City Attorney Carol Duncan said, to that end, that was kind of the conversation that Councilmember McClain and I had. My largest concern is not really about what rules you pass, it is that you follow what rules you pass. So, if you pass a rule that says that nothing comes onto the council floor as an addendum to anything unless it has been provided to the clerk by 10:00 a.m. that day that means that that gentleman that you are referencing that shows up at 5:00 p.m. can't present that. Now, if it is on second reading, he can then present that to be added to the record for the third reading obviously. But, I am just saying the thing that opens you up for lawsuits in my mind is not following the rules you adopt consistently, no matter who it is, no matter where they come from, that you consistently follow the rules you adopt as opposed to whether you adopt them or not. I mean I think you can make rules about how information is presented to the council. I'm just concerned that you do it the same way every single time.

Councilmember Bobby Long said, just as a point of clarification, I was looking at the document online and in multiple places there is red that says the city clerk's office and then it changes back to black. What I am proposing is that what it was changed from is there with a black line through it and the city clerk's office is after it. Because in this document, every place where there is the city clerk's office, it had to have been something else prior to that is what I am saying. Councilmember Joe Hafner said, if the document is kept in word, there is a simple redline. You can show a redline version and it will show everything. It will show a mark-through of what was deleted. It will show what has been added. Councilmember Gibson said, that was presented to us at the first working session. Mayor Perrin said, the deal that I saw when the working

document finally got to here to the legislation, it showed red lines if it was deleted and even used the word delete if I am not mistaken. And, then also, if there is anything added to it, I think the word was add in there too so it was added to that. But, now, you have got to read it. You have got to read it and you have got to make it very clear. I want to go back to what the City Attorney said. Once this is adopted in whatever form it is, then the next major big issue is that this council and Mayor will have to follow that. So, it is going to be some time of reading it and some times of maybe of Ms. Duncan telling us to stop or let's go back and do this over. Ok. But, we will get there. Again, this is on second reading. Any comments that you have got, write those down, jot those down. You have two weeks to make any changes.

Held at second reading

[ORD-19:008](#)

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-139(E) (6), FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR MAXIMUM HEIGHT WITHIN THE CITY OF JONESBORO, ARKANSAS WITH THE INTENT TO CLARIFY MAXIMUM HEIGHT FOR THE GENERAL HEALTH SAFETY AND WELFARE OF THE COMMUNITY.

Attachments: [building height.pdf](#)

Mayor Perrin said, this is regarding the maximum height of buildings in our old ordinances. Planning Director Derrel Smith is currently going through our ordinances all the way back from the beginning to the end. This one now, in the City of Jonesboro, says 35 ft. height. How many buildings in Jonesboro far exceed 35 ft? So, this is a cleanup.

Held at second reading

[ORD-19:009](#)

AN ORDINANCE TO AMEND CHAPTER 50 PARKS AND RECREATION, ARTICLE II OF THE CODE OF ORDINANCES AND ADD 50-26 ENTITLED "SMOKING AND USE OF TOBACCO PRODUCTS" WHICH SHALL PROHIBIT SMOKING AND TOBACCO USE IN ALL CITY PARKS, FACILITIES, AND TRAILS

Councilmember Joe Hafner said, I wasn't at the last meeting and I don't remember hearing this when I watched the meeting that I missed, but who will be able to enforce this? Is it just police only? City Attorney Carol Duncan said, yes. Mayor Perrin said, the police. Ms. Duncan said, unless you all change the rules and give Parks some different authority, but mainly, police. As it is written now, it would be the police. Mayor Perrin said, in almost every event that we have, we have police officers there. They come out to the parks and do that. In fact, when you get the numbers off what we had in town here last weekend, it is almost unbelievable how many teams we had here on all of these places. So, the answer to your question would be the police.

Councilmember Bobby Long asked, does this include vaping as well? Ms. Duncan said, yes. Mayor Perrin said, yes, that is correct. And, just let me make a comment on that too. Not only for the health and the welfare of our citizens, but I can tell you that some of the grants that we have looked at, is that if you do not have an ordinance like this, then you are not even entitled to apply for the grant. So, you can see on some of these grants in our parks and recreation trails and stuff like that, that they want all of that totally away from tobacco. Councilmember Hafner asked, does the Fire Marshall have the authority to write tickets for stuff like this? Ms. Duncan said, no. I don't think so. Not unless it causes a fire. I don't think. I mean unlawful burning, but I don't think this will apply. I never really thought about it, but I'm going to say no. Mayor Perrin said, I know the Chief is here, but I think all he can do is enforce the fire codes of the State of Arkansas and that is inspections and things of that nature, plans and all of

that. Ms. Duncan added, and arson. Mayor Perrin said, and arson, that is true. Councilmember Hafner said, I am all for this. I just hope we can enforce it once it becomes law. Mayor Perrin said, right.

Held at second reading

[ORD-19:011](#)

AN ORDINANCE TO AMEND CHAPTER 42, ARTICLE VI OF THE CITY OF JONESBORO CODE OF ORDINANCES AND CHAPTER 117-138 OF THE ZONING USE TABLES REGULATING SHORT-TERM RESIDENTIAL RENTALS

Mayor Perrin said, all this ordinance is doing is adding per rental at the end and deleting that one section. We left that out.

Held at second reading

[ORD-19:013](#)

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR PROJECT AWARENESS, INC.

Attachments: [ProjectAwarenessInc.Bamboo.CityOrdinance.pdf](#)
 [Private Club Redacted.pdf](#)
 [Baker email 03182019.pdf](#)

Held at second reading

[ORD-19:014](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3841 GRIGGS AVENUE FROM RESIDENTIAL, R-1 TO COMMERCIAL, C-3 LUO AS REQUESTED BY GEORGE HAMMAN ON BEHALF OF J.K. KAZI

Attachments: [Staff Summary - City Council.pdf](#)
 [Application.pdf](#)
 [Rezoning Plat Planning.pdf](#)
 [rezoning plat.pdf](#)

Held at second reading

ORDINANCES ON THIRD READING

[ORD-19:012](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO I-1, GENERAL INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 901 WILLETT ROAD AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF CRAIGHEAD COUNTY JUDGE MARVIN DAY

Attachments: [Ordinance.pdf](#)
 [Plat.pdf](#)
 [Application.pdf](#)
 [Staff Summary.pdf](#)
 [MAPC Tuesday February 26 2019.pdf](#)
 [901 Willet Rd Notification.pdf](#)
 [901 Willet Rd Rezoning Map.pdf](#)
 [901 Willet.pdf](#)
 [19021.pdf](#)
 [CSU - Property Owner Notification.pdf](#)
 [CSU Certified Mail Receipts.pdf](#)
 [Receipt 3.pdf](#)
 [Request for Review MAPC.pdf](#)
 [Rezoning Plat.pdf](#)

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Chris Moore, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-021-2019

ITEMS THAT HAVE BEEN HELD IN COUNCIL

[RES-18:201](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1809 Magnolia, OWNER: Greg and Danni Upperman

Attachments: [1809 Magnolia inspection report.doc](#)
 [1809 Magnolia title search.pdf](#)
 [county data.pdf](#)
 [pic1.JPG](#)
 [pic2.JPG](#)
 [pic3.JPG](#)
 [pic4.JPG](#)
 [pic5.JPG](#)

Code Enforcement Director Michael Tyner said, I had asked for a little bit of extension on this on behalf of the owner. It was supposed to have a sell go through and in the meantime have the property cleaned up. Since then, apparently his investor has backed out on him or had trouble and the large dumpster full of trash in the driveway is now overflowing. We are getting multiple complaints daily on this property. I would like the council to go ahead and move forward on this condemnation so I can get it taken care of.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Gene Vance, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: R-EN-035-2019

8. MAYOR'S REPORTS

Mayor Harold Perrin reported on the following items:

Mayor Perrin said, I have a few things to cover with you. It won't take long.

I was very pleased Friday, if you all remember, the Engineering Department of the City of Jonesboro did a master plan, hired a master plan. I think it was Mr. Graham, but hired a master plan to do a complete railroad study for the industrial park which showed that we needed a lot more rail spurs within our industrial park particularly for C.W. Post because that is going to be the commerce, the eastern arterial, from I-555 to Hwy. 49 which we need to get that signal out of there. I received a letter Friday and I had met with Senator Boozman when I was in Washington, D.C. I did get a letter that was signed by all three of our legislative body in D.C., Senator Tom Cotton, Senator Boozman, as well as our Congressman Rick Crawford. That letter was addressed directly to the Secretary of Transportation Elaine Chao. I am going to follow up on that this next week. I want to give them a week. This is a very strong letter in support of that grant that we have. We have applied for a \$2.6 million grant to add more industrial rail spur within the industrial park. The total master is about \$14 million. When I visited with Senator Boozman, the way this letter reads is that they are not only asking for the \$2.6 million, but they are asking for the whole \$14 million. There is a lot of money that just came out of Congress on this type of program. It is called Consolidated Rail Infrastructure Safety and Improvement or CRISI. We hope that we will be able to get those funds, at least the \$2.6 million.

We have the final figures in on our budget for 2018. If you all remember and it has been published I think, it was published in the Jonesboro Sun already, but I will be glad for Finance Manager Deanna Hornback to give you another copy of that and show you the difference. The City of Jonesboro in 2017 adopted a budget for 2018 which would show that we would draw down about \$14 million dollars total out of \$4.5-\$5 million out of O&M which is your operating and maintenance account. The balance of that came out of your capital improvement. I am pleased to say that we tightened up that budget that last quarter and we only pulled down \$9 million so we were \$5 million better off than what we were when we budgeted in 2018. I think the council ought to get a copy of that Deanna so that they can see exactly where that savings came from on that 2018 budget.

In the first quarter of this year, sales tax was up 7.07%. It was \$584,000 for January, February, and March. I certainly hope that holds true for the rest of the year. Again, you have to remember that these figures, each month are 60 days back so basically you are looking at the Christmas season and December and January on those. It is still a good figure.

Last weekend, this city through the Parks division, they had 93 teams play in soccer at our fields. We had 50 teams playing at Joe Mack. We had 946 children playing basketball this past weekend. It was a very busy weekend for the Parks and Recreation department. I just want to say thanks to Parks Director Danny Kapales and his crew to get all of that completed.

Mike Downing and I went this week and met with ADEQ in Little Rock in regards to the TRG relocation of the property. I am meeting this Thursday with Jack Grundfest who is Senior Vice President of the company along with Mike Downing and we will keep you updated on that. I just wanted to give you the progress.

We also met with a firm in Little Rock that is very interested in the Citizens Bank building if everything can be worked out. They have agreed to hire and did hire while we were there, Price Gardner. If you will remember, Price Gardner was the attorney we hired here to look at basically who owns what within that facility. I called Price and told him he could release anything he had done for us to this firm. We are trying to get this ball really rolling hard on that facility.

Also, last week, Chief Elliott and I attended a dinner meeting with Director Pitts and the two Deputy Directors, all of the Commissioners, the five Commissioners on Game and Fish that evening and we discussed, we had time to discuss, quite frankly, a lot of the presentation that we were going to make the next day. We did make the presentation on our shooting range. They were 100% unanimous buy in on that project. We were able to get there early and put up the presentation boards to show the commissioners and the public. Also, while we were there, it was mentioned that they would like to enlarge the pond if you will there and make that much bigger and then put the riprap and make that have a deck or something all the way around that for the children to be able to fish in that area. So, I know that Chief Elliott is contacting a local man here with Game and Fish that is over the fishery. So, we will be working on that in the next few weeks.

Also, before the next council meeting, we have a kickball tournament that the radio station 107.9 is sponsoring out at the Southside Complex. It is a kickball tournament that is at 10:00 a.m. I tell you this because a lot of those proceeds are going to go to the Miracle League field. They are trying to raise money for our Miracle League and I am real appreciative of that.

Someone had mentioned and I think I got a call on the impact fee study. I am still holding that impact study and looking at it pretty heavily. I am also visiting with other cities. Some of the reports, I think that we got earlier of how much money is generated by those impact fees is not what I am hearing when I am calling some of these Mayors around the state of Arkansas. So, I am trying to go into the study that Planning Director Derrel Smith and his crew had already gone through and said this is a company if in fact we want to spend the money to do an impact study. Be patient, but I am looking at that impact study and also calling some other cities. I will make notations on that and I will give that to the council.

Building permits again last month was outstanding. We had \$3.7 million on commercial and residential had \$7,835,000 for a total of \$11.5 million. We had \$11.5 million in one month on just building permits in this town. So, I thought that was excellent as well.

Also, just so you know, we do have some Directors or Department Heads that are vacant at this time. I just wanted to give you an update. We have already received 32 applications for the Director of Grants. Roy Ockert and I are going through those as well as the Human Resources department. We should be starting interviews on some of those this week. So, I just wanted to give you an update on that.

9. CITY COUNCIL REPORTS

Councilmember Mitch Johnson said, Mayor, at Public Works earlier this evening, we identified three resolutions that due to time constraints we felt needed to move forward tonight.

Councilmember Mitch Johnson motioned, seconded by Councilmember Gene Vance, to suspend the rules and walk on RES-19:026, RES-19:028, and RES-19:031. All voted aye.

[RES-19:026](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOWEST RESPONSIVE BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 1

Attachments: [Contract Documents 2019 05](#)
 [Bid Tab](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Gene Vance, to suspend the rules and walk on RES-19:026, RES-19:028, and RES-19:031. All voted aye.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Gene Vance, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: R-EN-036-2019

[RES-19:028](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE SOUTHSIDE SOFTBALL COMPLEX PARKING LOT (2019:06)

Attachments: [Bid Tab](#)
 [Contract Documents 2019 06](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Gene Vance, to suspend the rules and walk on RES-19:026, RES-19:028, and RES-19:031. All voted aye.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: R-EN-037-2019

[RES-19:031](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SUGG CONSTRUCTION, INC. FOR JONESBORO THE SHOOTING SPORTS COMPLEX SITE PACKAGE PHASE 1B (2019:13)

Attachments: [Agreement](#)
 [Bid Tab](#)
 [General Conditions](#)

Councilmember Mitch Johnson motioned, seconded by Councilmember Gene Vance, to suspend the rules and walk on RES-19:026, RES-19:028, and RES-19:031. All voted aye.

Councilmember David McClain asked, Mayor, are you guys looking to start moving as soon as possible? Is that why we are trying to get these passed tonight? Mayor Perrin said, yes. We are basically, in my opinion, more than three months behind. This is already April. When we were at Game and Fish, they were announcing on the commission floor that they had 115 rain days, qualified days meaning that people don't have to get in to work. We are going to have to get these projects done. That is why I did that. Councilmember McClain said, ok. Thank you.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Gene Vance, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: R-EN-038-2019

Councilmember Chris Moore asked, would you ask Code Enforcement to revisit our signage. I have noticed that there has been a lot of 8 and 16 ft. real estate signs going up lately, especially on Main Street and Southwest Drive. I even noticed one today on a 16 ft. trailer. It was 10 or 12 ft. high. 16 ft. long backed in on a residential lot advertising it for sale. Mayor Perrin said, we will certainly do that. On that, I got an email this morning that some people are sticking these stickers up on these poles and stuff that is very difficult for us to even get off. So, I have asked Communications Director Bill Campbell to contact the company on that and put a cease and desist on that. Councilmember Moore said, it just seems like it is popular right now to make 4x8 real estate signs and put two of them side by side. I noticed that kind of getting out of control. Mayor Perrin said, I know that Roy Ockert is making a note.

Councilmember Dr. Charles Coleman asked, would you contact MPO to make that presentation? Also, I think Scenic Hills is having their cleanup on May 4, 2019. Fisher Street is having their cleanup on May 11, 2019. We had to change the date because of the Susan G. Komen is on April 27, 2019. So, we changed. I have already sent out an email to the council. I am hoping that any of the council or any of the community will come out to the cleanups that we are going to have. The West End is having their cleanup on April 27, 2019. So, that will be three. With our cleanup, this is just the first phase. We want to have three this year. So, we will have one in May and two more before November. Mayor Perrin said, we will get Communications Director Bill Campbell to get a press release on those to remind people again on those areas of the cleanup on that deal. If any of you all would like to come in on Channel 24 and I think it would be good if you would do that and talk about the cleanups that you have had previous, the tonnage. We have got those records and things of that nature. Why we are doing this for our community and our areas of town would be wonderful. If any of you in the audience would like to do this, please contact Bill Campbell direct or my

office either one and we would be happy to schedule that.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Bobby Long, that this meeting be Adjourned . The motion **PASSED** with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Absent: 2 - Ann Williams and Charles Frierson

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-19:023	Version:	1	Name:	PURCHASE PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION
Type:	Resolution	Status:			Recommended to Council
File created:	3/11/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Offer Package 5713 E. Nettleton				

Date	Ver.	Action By	Action	Result
4/2/2019	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 5713 East Nettleton Avenue, Jonesboro, Arkansas for the purpose of flood mitigation

WHEREAS, an Offer has been made and accepted by Keith and Amanda Arnoult dated February 26, 2019 agreeing to sell their property located at 5713 East Nettleton Avenue, Jonesboro, Arkansas.

WHEREAS, the funding for the purchase of this property shall come from the FEMA Hazard Mitigation Grant Program funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to complete this transaction to come from FEMA Hazard Mitigation Grant Program funds.



Engineering Department
PO Box 1845
300 South Church Street
Jonesboro, AR 72401
Phone: (870) 932-2438

December 4, 2018

Mr. Keith Arnoult
5713 East Nettleton Ave.
Jonesboro, AR 72401

Dear Mr. Arnoult:

City of Jonesboro would like to enter into negotiations with you for the purchase of your property located at 5713 East Nettleton Ave. as part of City of Jonesboro's property acquisition project. If you choose to sell your property, title to your property will be transferred to the City of Jonesboro. The City of Jonesboro will purchase your property only if you voluntarily agree to the purchase.

Roger Gibson has been authorized to represent the City of Jonesboro in negotiations. He also will ensure you understand your rights and options under this acquisition program.

Please review the enclosed Statement of Determination of Fair Compensation, which estimates the fair market value of your property in accordance with established policies and procedures, and Offer to Sell Real Property, which is a legal offer from you to City of Jonesboro to sell your property. The following options are available to you:

1. Make an offer to sell your real property for the amount stated in the Statement of Determination of Fair Compensation. If you choose to sell your property for the amount stated in the Statement of Determination of Fair Compensation, sign and return the enclosed copies of the Offer to Sell Real Property as soon as possible, but no later than February 15, 2019 using the enclosed self-addressed, stamped envelope. Once all copies have been executed, an executed copy will be returned to you. Then, upon completion of a title examination, we will proceed with closing.
2. Reject this invitation to make an Offer to Sell Real Property. If you choose to reject this invitation and terminate negotiations, please notify Roger Gibson of your decision in writing as soon as possible, but no later than February 15, 2019. At which time, the City of Jonesboro will not pursue acquisition of your property any further for the purpose of this property acquisition project.
3. Contest the amount stated in the Statement of Determination of Fair Compensation. If you disagree with the amount stated in the Statement of Determination of Fair Compensation, but want to continue negotiations, you may retain, at your own expense, a qualified appraiser acceptable to City of Jonesboro to perform a second appraisal. If you choose to have a second appraisal conducted, please—
 - a) Notify Roger Gibson in writing as soon as possible, but not later than February 15, 2019.

- b) Forward the second appraisal once completed to Roger Gibson. Upon receipt of the second appraisal, the City of Jonesboro will accept, reject, or modify the estimated fair market value and Roger Gibson will notify you.

If applicable, Roger Gibson will revise the Statement of Determination of Fair Compensation and the Offer to Sell Real Property, and mail them to you. You then may choose to either execute one of the offers to sell real property (the original or amended) and return it to Roger Gibson, or terminate negotiations. If you terminate negotiations, the City of Jonesboro will not pursue acquisition of your property any further.

The City of Jonesboro knows you are facing an important, life-changing decision and will assist you in any way possible. If you have any concerns or questions, please call Roger Gibson at (870) 336-7111 during the hours of 8:00 AM and 5:00 PM Monday through Friday.

Sincerely,



Craig Light, PE
Director of Engineering

Enclosures: Statement of Determination of Fair Compensation
Offer to Sell Real Property
Self-addressed, stamped return envelope

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	5713 E NETTLETON AVE
	Legal Description	Lots 3 & 4 of Replat of Robertson Subdivision of SW 36-14-4
	City	JONESBORO
	County	Craighead
	State	AR
	Zip Code	72404
	Census Tract	0004.01
	Map Reference	27860
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	N/A
	Lender/Client	Keith & Amanda Arnoult
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	2,023
	Price per Square Foot	\$
	Location	Suburban
	Age	~34
	Condition	Avg
	Total Rooms	9
	Bedrooms	4
	Baths	2
APPRAISER	Appraiser	Bob Holloway
	Date of Appraised Value	01/22/2019
VALUE	Opinion of Value	\$ 115,000



Engineering Department
PO Box 1845
300 South Church Street
Jonesboro, AR 72401
Phone: (870) 932-2438

Statement of Determination of Fair Compensation

Location of property: City of Jonesboro, Craighead County, Arkansas
Address of property: 5713 East Nettleton Avenue
Legal description: Replat Robertson Subdivision; Lot 3 & 4; Sec.36 Township 14 Range 04
Owner(s) of record: Keith & Amanda Arnoult

Type of residence: ☒ Single family ☐ Multiple family
Number of rooms: 9 Total 4 Bedroom(s) 2 Bath(s)
Exterior (check one): ☒ Brick ☐ Wood ☐ Siding
☐ Concrete ☐ Other: _____
Size of residence: 2,023 square feet
Size of lot: 35,284 square feet
Improvements: None

Interest to be acquired: ☒ Fee simple ☐ Conservation easement

Amount of compensation: \$ 115,000.00

This amount is based on an estimated total value of \$115,000.00, from which a total amount of \$0.00 has been deducted to avoid duplication of benefits. (See below.) This amount is believed to be fair compensation for the property, and no less than its fair market value. The following have been deducted from the estimated total value:

Flood insurance	\$ <u>0</u>	Disaster Housing	\$ <u>0</u>
State IFG	\$ <u>0</u>	Hazard Minimization	\$ <u>0</u>
SBA Loan	\$ <u>0</u>	Other: _____	\$ <u>0</u>

Appraisal approach: Sales Comparison

The amount of compensation disregards any possible increase of the fair market value, which might result from this property acquisition project. The fair market value of this property is estimated as of 01/22/2019, the date of the appraisal for this property acquisition project. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.

ROGER GIBSON
Authorized Agent

2/22/19
Date

Offer to Sell Real Property

THIS AGREEMENT is made and entered into this twenty second day of February 2019, by and between City of Jonesboro hereinafter referred to as "Sub-grantee," by its authorized agent, Roger Gibson, and Keith and Amanda Arnoult, hereinafter referred to as "Seller." The parties agree as follows:

1. Sub-grantee, acting under a sub-grant from Arkansas Natural Resources Commission, hereinafter referred to "Grantee," desires to purchase certain properties as a means of mitigating the risks of natural disasters.
2. Seller owns property located at 5713 East Nettleton Avenue, Jonesboro, Arkansas, hereinafter referred to as "Property," which is among properties Sub-grantee desires to purchase.
3. Seller represents—
 - a) Property has been damaged by natural disaster.
 - b) Seller qualifies for the assistance granted.
 - c) Seller understands *no obligation to sell the Property exists*.
 - d) Seller chooses to *voluntarily sell Property to Sub-grantee*.
4. Sub-grantee shall pay Seller the sum of One hundred fifteen thousand dollars and zero cents (\$115,000.00) for Property, payable at settlement after the acceptances of this agreement and preliminary approval of Seller's title, provided Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
5. The sum to be paid for Property is its pre-disaster fair market value of \$115,000.00, less deductions in the amount of \$0.00, per the Statement of Determination of Fair Compensation.
6. FEMA Hazard Mitigation Grant Program funds being used for the purchase of Property can not and will not duplicate benefits received from other sources of funds. Seller will return any disaster aid money received if any such money results in a duplication of benefits.
7. Proceeds from the sale of Property shall first be applied to all liens on Property, including any real estate taxes that are due and payable to the date of settlement.
8. Seller shall execute all necessary documents to transfer fee simple title to Property to Sub-grantee, and any and all documents, now and in the future, required by Sub-grantee, Grantee, or FEMA to complete this transaction and comply with local, State, or Federal regulation.

9. Seller shall not remove any property considered a portion of the real estate without first notifying Sub-grantee in writing and providing written appraisals of any such property. Final value of the property will be determined by Sub-grantee and negotiated prior to removal. The value, as finally determined, will be deducted from the purchase price or repaid by Seller within ten (10) days after removal, as appropriate.
10. Seller shall not remove any fixtures, materials, or improvements to the real estate from the premises, nor salvage any materials from the premises at the time of settlement or demolition. Any violation of this agreement may change the fair market value of the structure.

Seller acknowledges that it has reviewed this Agreement and has had an opportunity, at its discretion, to contact an attorney of its choice to review this Agreement. Seller also acknowledges that it enters into this Agreement fully understanding the nature thereof, and saves and holds harmless Sub-grantee as a result of this Agreement or anything incident to the sale of the referenced real property.

THIS AGREEMENT is binding on the heirs, executors, successors, and assigns of both parties.

<u>Low Jamil Gellie</u> Witness	<u>[Signature]</u> Seller	<u>2/26/19</u> Date
<u>Low Jamil Gellie</u> Witness	<u>Amanda Arnold</u> Seller	<u>2/26/19</u> Date
	<u>ROGER GYBSON</u> Sub-grantee Authorized Agent	<u>2/22/19</u> Date



Legislation Details (With Text)

File #:	RES-19:032	Version:	2	Name:	AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)
Type:	Resolution	Status:			Recommended to Council
File created:	3/28/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)				
Sponsors:	Engineering, Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Summary - SOQ Proposal - 100971				

Date	Ver.	Action By	Action	Result
4/2/2019	2	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)

WHEREAS, the City of Jonesboro has desires to enter into an agreement to provide engineering services for the Jonesboro Downtown to ASU Connection project;

WHEREAS, the Selection Committee has determined that Fisher Arnold is the most qualified firm for the project;

WHEREAS, the firm selected for the Jonesboro Downtown to ASU Connection project is Fisher Arnold;

WHEREAS, Fisher Arnold have agreed to provide engineering services for the Jonesboro Downtown to ASU Connection project as described in the attached agreement;

WHEREAS, the funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall accept the proposal and enter into an agreement with Fisher Arnold to provide engineering services for the Jonesboro Downtown to ASU Connection project.

Section 2. The funding for the execution of the contract shall come from the Transportation Alternative

Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



**City of Jonesboro
Engineering Department
Municipal Center
PO Box 1845
300 South Church
Jonesboro, AR 72401
Phone: (870) 932-2438**

DOWNTOWN – ASU TRAIL – 2019

Selection Phase

Selection Committee consist of the following members:

Craig Light, City Engineer
Tiffny Calloway, Grants Director
Danny Kapales, Parks Director
Derrel Smith, Planning Director

The Selection Committee, with the exception of Smith, met on Thursday, February 28, 2019 in the Municipal Center to review the Annual Statement of Qualifications for Engineers. Smith reviewed the Statement of Qualifications on Wednesday, March 13, 2019, Municipal Center.

The Selection Committee members individually ranked the engineers for the Jonesboro – ASU Trail project. The scores were tallied. Fisher Arnold was the firm chosen by the Selection Committee for Jonesboro – ASU Trail project. Fisher – Arnold will be notified of the decision.

Score sheets attached.

ASU-Downtown Trail

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

Company Name	No. 1	No. 2	No. 3	No. 4	Total
Associated Engineering	4	4	6	10	24
Civil Engineering Assoc	7	6	9	10	32
Crafton Tull	8	8	6	4	26
Ecological Design Group	9	9	7	8	33
Fisher Arnold	10	8	8	10	36
FTN Associates Ltd	5	5	3	4	17
Garver	9	8	6	4	27
Geotechnology	2	2	6	10	20
Greenberg Farrow	9	8	5	4	26
Halff Assoc Inc	10	9	5	4	28
Hawkins Weir Engineers Inc.	7	7	5	4	23
Jacobs	9	8	3	4	24
McClelland Consulting Engineering	10	8	6	4	28
Michael Baker International	8	8	5	5	26
Miller-Newell	4	4	5	4	17
Olsson	7	8	5	4	24
Pickering Engineering	7	6	9	10	32
Smith & Co.	7	6	5	5	23
SSR	7	8	5	4	24
W. William Graham, Jr	2	2	8	7	19

ASU-Downtown Trail

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

Company Name	No. 1	No. 2	No. 3	No. 4	Total
Associated Engineering	2	5	7	10	24
Civil Engineering Assoc	10	9	10	10	39
Crafton Tull	9	8	8	8	33
Ecological Design Group	10	10	9	9	38
Fisher Arnold	10	10	10	10	40
FTN Associates Ltd	6	7	0	8	21
Garver	9	9	7	9	34
Geotechnology	7	7	7	10	31
Greenberg Farrow	9	8	8	8	33
Halff Assoc Inc	9	8	8	7	32
Hawkins Weir Engineers Inc.	5	6	6	7	24
Jacobs	7	7	0	9	23
McClelland Consulting Engineering	9	9	8	9	35
Michael Baker International	10	9	9	9	37
Miller-Newell	9	6	6	9	30
Olsson	8	7	7	8	30
Pickering Engineering	9	9	9	10	37
Smith & Co.	9	8	8	8	33
SSR	8	8	8	8	32
W. William Graham, Jr	8	7	8	8	31

ASU-Downtown Trail

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

Company Name	No. 1	No. 2	No. 3	No. 4	Total
Associated Engineering	2	4	5	10	21
Civil Engineering Assoc	8	7	7	10	32
Crafton Tull	7	8	8	6	29
Ecological Design Group	9	7	7	9	32
Fisher Arnold	10	9	9	10	38
FTN Associates Ltd	0	5	5	7	17
Garver	8	8	8	7	31
Geotechnology	4	6	6	8	24
Greenberg Farrow	8	8	7	7	30
Half Assoc Inc	9	8	8	7	32
Hawkins Weir Engineers Inc.	5	6	6	7	24
Jacobs	8	7	7	7	29
McClelland Consulting Engineering	9	8	9	8	34
Michael Baker International	7	8	9	10	34
Miller-Newell	2	7	8	8	25
Olsson	6	6	7	5	24
Pickering Engineering	7	8	8	10	33
Smith & Co.	6	5	5	6	22
SSR	2	6	6	5	19
W. William Graham, Jr	0	5	6	7	18

ASU-Downtown Trail

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

	Company Name	No. 1	No. 2	No. 3	No. 4	Total
	Associated Engineering	7	5	6	10	28
	Civil Engineering Assoc	6	6	8	10	30
	Crafton Tull	10	10	9	7	36
	Ecological Design Group	10	10	10	10	40
	Fisher Arnold	9	9	10	10	38
	FTN Associates Ltd	7	7	8	5	27
	Garver	8	8	8	5	29
	Geotechnology	6	6	7	10	29
	Greenberg Farrow	7	5	6	5	23
	Halff Assoc Inc	6	7	7	5	25
	Hawkins Weir Engineers Inc.	5	5	5	2	17
	Jacobs	8	8	6	2	24
	McClelland Consulting Engineering	7	6	7	2	22
	Michael Baker International	7	8	5	5	25
	Miller-Newell	6	5	5	3	19
	Olsson	9	10	8	4	31
	Pickering Engineering	7	8	8	10	33
	Smith & Co.	3	5	5	10	23
	SSR	7	7	5	5	24
	W. William Graham, Jr	3	6	2	2	13

SUMMARY

ASU-Downtown Trail

Company Name		R-1	R-2	R-3	R-4	Total
	Associated Engineering	24	24	21	28	97
	Civil Engineering Assoc	32	39	32	30	133
	Crafton Tull	26	33	29	36	124
2	Ecological Design Group	33	38	32	40	143
1	Fisher Arnold	36	40	38	38	152
	FTN Associates Ltd	17	21	17	27	82
	Garver	27	34	31	29	121
	Geotechnology	20	31	24	29	104
	Greenberg Farrow	26	33	30	23	112
	Halff Assoc Inc	28	32	32	25	117
	Hawkins Weir Engineers Inc.	23	24	24	17	88
	Jacobs	24	23	29	24	100
	McClelland Consulting Engineering	28	35	34	22	119
	Michael Baker International	26	37	34	25	122
	Miller-Newell	17	30	25	19	91
	Olsson	24	30	24	31	109
3	Pickering Engineering	32	37	33	33	135
	Smith & Co.	23	33	22	23	101
	SSR	24	32	19	24	99
	W. William Graham, Jr	19	31	18	13	81

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

Company Name	No. 1	No. 2	No. 3	No. 4	Total
Associated Engineering	28	4	5	10	21
Civil Engineering Assoc	7	7	7	10	32
Crafton Tull	9	8	8	6	29
Ecological Design Group	10	7	7	9	32
Fisher Arnold	10	9	9	10	38
FTN Associates Ltd	8	5	5	7	17
Garver	8	8	8	7	31
Geotechnology	4	6	6	8	24
Greenberg Farrow	8	8	7	7	30
Half Assoc Inc	9	8	8	7	32
Hawkins Weir Engineers Inc.	5	6	6	7	24
Jacobs	8	7	7	7	29
McClelland Consulting Engineering	9	8	9	8	34
Michael Baker International	7	8	9	10	34
Miller-Newell	2	7	8	8	25
Olsson	6	6	7	5	24
Pickering Engineering	7	8	8	10	33
Smith & Co.	6	5	5	6	22
SSR	2	6	6	5	19
W. William Graham, Jr	0	5	6	7	18

ASH - Downtown
122

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

	Company Name	No. 1	No. 2	No. 3	No. 4	Total
	Associated Engineering	2	5	7	10	24
	Civil Engineering Assoc	10	9	10	10	39
	Crafton Tull	9	8	8	8	33
	Ecological Design Group	10	10	9	9	38
	Fisher Arnold	10	10	10	10	40
	FTN Associates Ltd	6	7	10	8	31
	Garver	9	9	9	9	36
	Geotechnology	7	7	7	10	31
	Greenberg Farrow	9	8	8	8	33
	Half Assoc Inc	5	8	8	7	32
	Hawkins Weir Engineers Inc.	5	6	6	7	24
	Jacobs	7	7	0	9	23
	McClelland Consulting Engineering	9	9	8	9	35
	Michael Baker International	10	9	9	9	37
	Miller-Newell	10	9	9	9	37
	Olsson	8	9	7	8	32
	Pickering Engineering	9	8	7	10	34
	Smith & Co.	9	8	8	8	33
	SSR	8	8	8	8	32
	W. William Graham, Jr	8	7	8	8	31

ASU to Downtown
2/28/19
J. Lang

ASU - Downtown Trail

ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

	Company Name	No. 1	No. 2	No. 3	No. 4	Total
	Associated Engineering	7	5	6	10	28
	Civil Engineering Assoc	6	6	8	10	30
	Crafton Tull	10	10	9	7	36
	Ecological Design Group	10	10	10	10	40
	Fisher Arnold	9	9	10	10	38
	FTN Associates Ltd	7	7	8	5	27
	Garver	8	8	8	5	29
	Geotechnology	6	6	7	10	29
	Greenberg Farrow	7	5	6	5	23
	Half Assoc Inc	6	7	7	5	25
	Hawkins Weir Engineers Inc.	5	5	5	2	17
	Jacobs	8	8	6	2	24
	McClelland Consulting Engineering	7	6	7	2	21
	Michael Baker International	7	8	5	5	25
	Miller-Newell	6	6	6	3	19
	Olsson	9	10	8	4	31
	Pickering Engineering	7	8	8	10	33
	Smith & Co.	3	5	5	10	23
	SSR	7	7	5	5	24
	W. William Graham, Jr	3	6	2	2	13

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ASU - DOWNTOWN

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ANNUAL STATEMENT OF QUALIFICATIONS - ENGINEERING

No.	Evaluation Factors for Professional Services
1	The specialized experience and technical competence of the firm with respect of the type of professional services required;
2	The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines;
4	The firm's proximity to and familiarity with the area in which the project is located.

Please rank each factor from 0 - 10 (maximum point possible)

Company Name	No. 1	No. 2	No. 3	No. 4	Total
Associated Engineering	4	4	6	10	24
Civil Engineering Assoc	7	6	9	10	32
Crafton Tull	8	8	6	4	26
Ecological Design Group	9	9	7	8	33
Fisher Arnold	10	8	8	10	36
FTN Associates Ltd	5	5	3	4	17
Garver	9	8	6	4	27
Geotechnology	2	2	6	10	20
Greenberg Farrow	10	8	5	4	27
Half Assoc Inc	10	9	5	4	28
Hawkins Weir Engineers Inc.	7	7	5	4	23
Jacobs	9	8	3	4	24
McClelland Consulting Engineering	10	8	5	4	27
Michael Baker International	8	8	5	5	26
Miller-Newell	4	4	5	4	17
Olsson	7	8	5	4	24
Pickering Engineering	7	6	9	10	32
Smith & Co.	7	6	5	5	23
SSR	7	8	5	4	24
W. William Graham, Jr	2	2	8	7	19



FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

March 27, 2019

Danny Kapales, Parks Director
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

**RE: PROPOSAL FOR JONESBORO DOWNTOWN TO ASU CONNECTION (TAP-17)(S)
JOB#100971**

Dear Mr. Kapales:

Thank you for the opportunity to submit our Engineering and Surveying Services proposal to be performed for a lump sum fee. The scope of our services includes providing surveying, design, and final construction documents for the above referenced project. The proposed improvements would include the following: provide a multi-use trail or pedestrian and bicycle infrastructure improvements along Cate Street from Church Street to South Patrick Street (approximately 2,926 ft); add a multi-use trail long Patrick and Creath Avenue (approximately 1,296 ft); design a multi-use trail crossing under the existing railroad track; and design a multi-use trail along a City Water and Light Easement to the off ramp located on Marion Berry Parkway on Arkansas State University Property (approximately 1,728 ft);

The fee for the following services is \$106,435, this includes:

1. Project Administration
2. Title Sheet
3. Typical Sections
4. Create Plan & Profile Sheets
5. Horizontal Alignment
6. Vertical Alignment
7. Cut Existing and Final Cross Sections
8. Legal Descriptions
9. Drainage Design
10. Maintenance of Traffic Plan
11. Signing and Pavement Marking Plan
12. Erosion Control Plans
13. Plan Submittals (30%, 60%, 90%)
14. Revise Plans Per Reviews
15. Item Nos./Quantity Calculations
16. Prepare Cost Estimate (60% & 90%)
17. QA/QC of Plans
18. Public Meeting and Exhibits (One Total)
19. Meetings, Correspondence, etc. (Four Total)

1801 Latourette Drive
Jonesboro, AR 72404

870.932.2019
Fax: 870.932.1076
Toll Free: 1.888.583.9724

www.fisherarnold.com

Kapales-Jonesboro Downtown to ASU connection (TAP-17)(S)

Page 2

20. Coordinate with Railroad on Pedestrian Crossing
21. Prepare Construction Documents
22. Assist the City During the Bid Process.

This proposal does not include construction administration, construction inspection services, lighting and electrical plans, and geotechnical services. However, Fisher Arnold can provide these services at your request.

We will bill you monthly or upon completion of the project. Payment is due by the 15th of the month. **Payment of the fees is not contingent on transaction of the property, closing dates relating to the property, approval of plans related to the property by any governmental agency or payment received from another party.** Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

Reimbursables will be billed at cost plus 15% and include, but not limited to the following: Courthouse & Research Fees, Filing, Copies, Prints, Utility Location by Others, Postage and Shipping, etc.

In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Exclusive venue for enforcement of this Agreement shall be in Craighead County, Arkansas.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of the Letter Agreement in the space provided and return it to us.

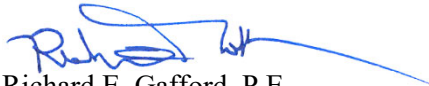
Kapales-Jonesboro Downtown to ASU connection (TAP-17)(S)

Page 3

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

FISHER & ARNOLD, INC.



Richard E. Gafford, P.E.
Senior Vice President



Jason MacDonald P.E.
Jonesboro-Office Manager

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY:

Harold Perrin

Date

Mayor _____



Legislation Details (With Text)

File #:	RES-19:042	Version:	1	Name:	CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/9/2019	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	JBB Proposed 2019 Agreement.pdf				

Date	Ver.	Action By	Action	Result
4/9/2019	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park;

WHEREAS, the Jonesboro Baseball Booster are a non-profit 501 (C) 3 organization created for the purpose of administering youth baseball,

WHEREAS, The City of Jonesboro and the Jonesboro Baseball Booster desire to enter into a contract to provide baseball for youth at Joe Mack Campbell park;

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

Section 1: The City of Jonesboro, Arkansas shall contract with the Jonesboro Baseball Boosters to provide youth baseball at Joe Mack Campbell Park.

Section 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JOE MACK CAMPBELL PARK

JONESBORO BASEBALL BOOSTERS

This Agreement is made by and between JONESBORO BASEBALL BOOSTERS, Inc., an Arkansas not for profit corporation, ("JBB") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 1st Day of March 2019 (the "Effective Date").

WHEREAS, JBB is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth baseball program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

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

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

I. Term

The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending at midnight on the third (3rd) anniversary thereof. The agreement shall be automatically renewed for an additional three years at the end of the third year and each subsequent year unless otherwise terminated pursuant to the terms hereof.

II. Use of Facilities by JBB

- 1) During the period of March 1st to October 31st of each year during the Term of this Agreement. JBB shall have the primary right to use the CITY'S baseball Facilities and concession stands for JBB's regular spring and fall season, league playoffs, hosting Invitational Tournaments, the Baseball Jamboree, hosting District, State, Regional, World Series Tournaments, and make-up games. This period shall be referred to as the "Primary Usage Period." CITY reserves the right to assign baseball fields to other parties. Provided however, from September 1st to October 31st the four (4) large fields used for the Wolf Cub Tackle Football program shall not be part of the primary usage period.

- 2) JBB understands and agrees that CITY will maintain a master schedule for the Facilities and JBB will provide schedules of games one week prior to the start of each baseball season during the Term of this Agreement. JBB understands that except for the Primary Usage Period the Facilities are available on a first-come first-serve basis.
- 3) JBB has the "primary right" to use concession stands for any and all games, tournaments, or events that take place at the Baseball Facilities during the "Primary Usage Period." If JBB elects not to provide concessions during any such event during the Primary Usage Period, then the organization holding the event may provide concessions outside of the concession stand. JBB understands and agrees that CITY will maintain a master schedule for the Facilities concession stands. JBB understands that except for the Primary Usage Period, CITY reserves the right to operate the concession stands.
- 4) JBB understands and agrees that at times weather and/or field conditions may result in CITY denying the use of certain fields during the Primary Usage Period. JBB understands that the Park Supervisor for the Facilities has the authority to deny use of the fields, but CITY agrees that use will not be unreasonably denied.
- 5) CITY shall make determinations on field closures due to weather. Determination will be made by 4:00 pm on weekdays and by 7:00 am on Saturdays, if possible. If necessary, weather will be monitored beyond the determination times.
- 6) CITY shall at all times have the right to inspect the Facilities being used by JBB and all JBB sponsored activities related to the use of the Facilities.
- 7) CITY shall issue key(s) to JBB for use of the Facilities. The keys may not be reproduced or duplicated by JBB. JBB agrees to return "seasonal use keys" to the CITY within two weeks after the conclusion of the term of the season. One key shall be issued to the President of JBB. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks. JBB 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.
- 8) JBB understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JBB to conduct games, tournaments, camps or other events. JBB will provide the equipment necessary to operate its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY.
- 9) JBB understands and agrees that two (2) weekends shall be reserved for CITY administered baseball tournaments.

- 10) If JBB should desire to use the CITY'S baseball Facilities for additional tournaments, special events or programs outside the Primary Usage Period, JBB shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions, tournaments or special programs 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 tournaments or special programs shall be finalized and furnished to CITY by the beginning of the fall season in which the additional tournament or special program is to be held.

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 all fences and gates.
 - b) Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - c) Perform all pre-season infield and turf maintenance to include spreading infield mix purchased by JBB and cutting infield arcs
 - d) Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - e) Provide utilities for lighting fields, parking and walking track.
 - f) Provide and maintain parking lots.
 - g) Provide secured storage for JBB equipment.
 - h) Drag infields, shape mounds, stripe outfield lines and shape and chalk home plate daily, Monday through Friday.
 - i) Maintain all bleachers, benches and dugouts.
 - j) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - k) Maintain structural integrity of concession stands, restrooms and storage buildings, dugouts, and concrete areas, including repair or replacements of damaged roofs, doors, and windows.
 - l) Maintain all area and field lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by JBB.
 - m) Maintain field irrigation system and watering schedules of turf areas.
 - n) Maintain adjacent park irrigation systems and the scheduling of watering turf areas.
 - o) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - p) Maintain, repair or replace parking areas.

- 2) Promote JBB's baseball program in the CITY'S brochure. Provide a meeting place for JBB Board meetings at no cost based upon availability and provided JBB makes reservations in advance. Take calls for information and refer interested parties to JBB when necessary.

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, JBB 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 JBB to CITY under Article IV. In no event shall CITY be obligated to JBB for any monetary damages.

IV. Obligations of JBB

JBB shall:

- 1) Pay a usage fee to the CITY. The usage fee shall be used to offset the cost of materials for seeding, fertilizing, and weed control for the baseball complex for the calendar year according to the following schedule:
 - a. 2019: \$15,000
 - b. 2020: \$16,500
 - c. 2021: \$18,000
 - d. The annual fee shall increase at a rate of \$1500 per year for subsequent years the contract is in effect.
 - e. The annual fee for each period shall be paid in full to the City of Jonesboro by the end of the calendar year.
- 2) Pay for the annual cost of infield mix material and Artificial Turf fill material shall be provided from a combination of sources including, but not limited to JBB, the CITY and the Advertising and Promotions Commission. CITY requests that any infield dirt be purchased in the fall prior to the start of the spring season so it can be applied in preparation for the spring season.
- 3) Be prohibited from performing any maintenance to any turf or field areas without written permission from the CITY.
- 4) Not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, seating, goals, and fields.
- 5) Furnish to the CITY a complete game schedule for the season. The complete game schedule shall be submitted at least one week prior to the first regular season game. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Game schedules must be approved by the CITY before

being distributed to teams.

- 6) Schedule and meet with the CITY Supervisor prior to the season to discuss schedule, field playability and department guidelines.
- 7) Operate its own concession stand at Facilities, and all revenues generated from such use shall belong to and be for the sole and exclusive use of the JBB. JBB agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited.
- 8) Be responsible for any of their items stolen or damaged, during the course of the year.
- 9) Pay for utilities (i.e. electricity, water and telephone) for the concession stand during the Primary Usage Period.
- 10) Request approval by the CITY for placement of all additional concession stands and/or trailers and follow city, county and state health codes.
- 11) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 12) 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 JBB league.
- 13) 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. JBB hereby consents to the exercise of such authority by CITY over its members, officials and agents.
- 14) Agree that all Facilities are intended to be game fields, but may be used as practice fields only if reserved through the CITY'S reservation system. Individual coaches must reserve fields for practice through the CITY's reservation system.
- 15) Agrees to be solely responsible for any and all damages related to and arising out of JBB's use of the Facilities during the term of the Agreement when the Facilities are being used by JBB. This includes, but is not limited to, any and all persons associated with JBB who use the Facilities during the terms of the Agreement. JBB agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concessions 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 JBB's right to seek recourse against those persons causing the damage.

- 16) Agree to provide sufficient notice of all scheduled make-up game times.
- 17) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY fields. Examples of rules may include but are not limited to:
- a. No unauthorized vehicles may be driven up and parked at fields or sidewalks during activities.
 - b. No metal cleats may be worn on the walkways.
 - c. No metal cleats may be worn on the Artificial Turf.
 - d. No rollerblading, scooters, etc. are allowed inside the Concession Stand area.
 - e. No tobacco use (smoking or smokeless).
 - f. Only authorized vehicles may be driven on sidewalks.
 - g. Participant and spectator parking is allowed only in **PARKING LOTS**.
 - h. No dogs are allowed in the park.
- 18) Request in writing permission to hold any/all non-game activities which are league baseball related outside of the primary use period. Activities may include, but not be limited to camps, clinics, and registration.
- 19) Activity initiated by JBB Coach or director that occurs on fields that have been closed will result in a \$100 fee to JBB. This includes removing or tampering with "Field Closed" signs.
- 20) Prior to the commencement of each baseball season during the Term of this Agreement, JBB will provide to the CITY:
- Current by-laws of JBB.
 - Proof of insurance and indemnification.
 - Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.
 - List of current officers and board members of JBB with addresses, phone numbers and e-mail (if applicable). JBB agrees to notify CITY of any changes in board members.

V. Default of JBB

a) If JBB defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JBB 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 JBB and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due.

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

c) If the Facilities are abandoned by JBB, the CITY may terminate this Agreement. "Abandonment" shall mean no competitive play taking place on allocated field(s) during the entire Term of the agreement.

VI. Default of CITY

a) If the CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JBB, 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 JBB may, at its option perform the same for the account of CITY and any amount paid or expenses incurred by the JBB in the performance thereof shall be deducted from the amounts required to be paid by JBB to the CITY under Article IV.

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

VII. Escape Clause

1. Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter of termination the contract shall be good for one (1) full year before becoming null and void.

IX. Assign ability and Exclusivity

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

X. 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.

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.

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations where 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 BASEBALL BOOSTERS

By: _____
Name: Lance Honeycutt
Title: Board President
Date: _____

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-19:043	Version:	2	Name:	CONTRACT TO SELL PROPERTY LOCATED AT 115 NORTH DRAKE TO JUAN CARLOS CRUZ AND PURCHASE PROPERTY LOCATED AT 108 NORTH BRIDGE 112 NORTH BRIDGE FROM JUAN CARLOS CRUZ
Type:	Resolution	Status:			To Be Introduced
File created:	4/10/2019	In control:			City Council
On agenda:	4/16/2019	Final action:			
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO SELL PROPERTY LOCATED AT 115 NORTH DRAKE TO JUAN CARLOS CRUZ AND PURCHASE PROPERTY LOCATED AT 108 NORTH BRIDGE 112 NORTH BRIDGE FROM JUAN CARLOS CRUZ				
Sponsors:	Land Bank Commission				
Indexes:	Contract, Property purchase - Land Bank, Property sale				
Code sections:					
Attachments:	Commitment (AR) - 108 North Bridge Commitment (AR) - 112 North Bridge Plat - Block 9, Lots 11, 12, 13 SIGNED OA FOR 108 AND 112 NORTH BRIDGE				

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 CONTRACT TO SELL PROPERTY LOCATED AT 115 NORTH DRAKE TO JUAN CARLOS CRUZ AND PURCHASE PROPERTY LOCATED AT 108 NORTH BRIDGE 112 NORTH BRIDGE FROM JUAN CARLOS CRUZ

WHEREAS, the City of Jonesboro desires to enter into a contract to sell property located at 115 North Drake to Juan Carlos Cruz and purchase property located at 108 North Bridge and 112 North Bridge, Jonesboro, Arkansas and owned by Juan Carlos Cruz; and

Whereas, 115 North Drake will be sold for \$0.00 plus normal closing cost; and

Whereas, Juan Carlos Cruz agrees that the structure located on 115 North Drake will meet all State and Local Codes and Ordinances within 180 days from the date of sale. If the structure does not meet all State and Local Codes and Ordinances within the allowed 180 day time frame, ownership of the property will revert back to the CITY OF JONESBORO, A MUNICIPAL CORPORATION; and

Whereas, Juan Carlos Cruz agrees to pay the judgement filed against Mr. Charley L. Cummings in favor of Discover Bank dated April 15, 2009, in the original amount of \$1,055.52 plus all penalties and interest, and recorded on June 30, 2009 in Judgement Book 80 Page 603 at Jonesboro, Craighead County, Arkansas; and

Whereas, the cost for the purchase of said property located at 108 North Bridge and 112 North Bridge is

\$16,000.00 plus normal closing cost; and

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

Section 1: The city of Jonesboro, Arkansas shall contract with Juan Carlos Cruz for the purchase of property located at 108 North Bridge and 112 North Bridge, Jonesboro, Arkansas for the purchase price of \$16,000.00 plus normal closing cost.

Section 2: The city of Jonesboro, Arkansas shall contract with Juan Carlos Cruz to sell property located at 115 North Drake, Jonesboro, Arkansas for the sell price of \$0.00.

Section 3: A copy of the Real Estate Contract is attached hereto.

Section 4: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

COMMITMENT FOR INFORMATIONAL PURPOSES ONLY

SCHEDULE A

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

1. Commitment Date: **January 22, 2019, 7:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy

Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy

Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Juan Carlos Cruz
5. The land referred to in this Commitment is described as follows:

Lot 13 in Block 9 of Matthews Addition to the City of Jonesboro, Arkansas, less the West 5 feet thereof, the same being a part of the West Half of the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 18, Township 14 North, Range 4 East.

Countersigned by: Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401
Arkansas Title Agency License No. 100111646



By: Melissa Ann Deniston Title Agent License No.: 9895369

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT

SCHEDULE B Requirements

All of the following Requirements must be met:

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes and assessments for the year(s) 2018 and thereafter, plus any penalties and interest which may accrue. (Parcel #01-144181-52400)
4. All public and private roads and easements.
5. Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of Craighead County, Arkansas or the Secretary of State of Arkansas as of the effective date hereof under the Uniform Commercial Code.
6. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.

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7. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.

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COMMITMENT FOR INFORMATIONAL PURPOSES ONLY**SCHEDULE A**

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

1. Commitment Date: **January 22, 2019, 7:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy

Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy

Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Juan Cruz**
5. The land referred to in this Commitment is described as follows:

Lots 11 and 12 in Block 9 of Matthews Addition to the City of Jonesboro, Arkansas, as shown by plat recorded in Deed Record 5 page 500 at Jonesboro, Arkansas.

Countersigned by: Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401
Arkansas Title Agency License No. 100111646



By: Melissa Ann Deniston Title Agent License No.: 9895369

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COMMITMENT

SCHEDULE B Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment and release of record of judgment lien against Charley L. Cummings in favor of Discover Bank, dated April 15, 2009, in the original amount of \$1,055.52 plus all penalties and interest, and recorded on June 30, 2009 in Judgment Book 80 Page 603 at Jonesboro, Craighead County, Arkansas.

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The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes and assessments for the year(s) 2018 and thereafter, plus any penalties and interest which may accrue. (Parcel #01-144181-52300)
4. All public and private roads and easements.
5. Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of Craighead County, Arkansas or the Secretary of State of Arkansas as of the effective date hereof under the Uniform Commercial Code.
6. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.

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7. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.

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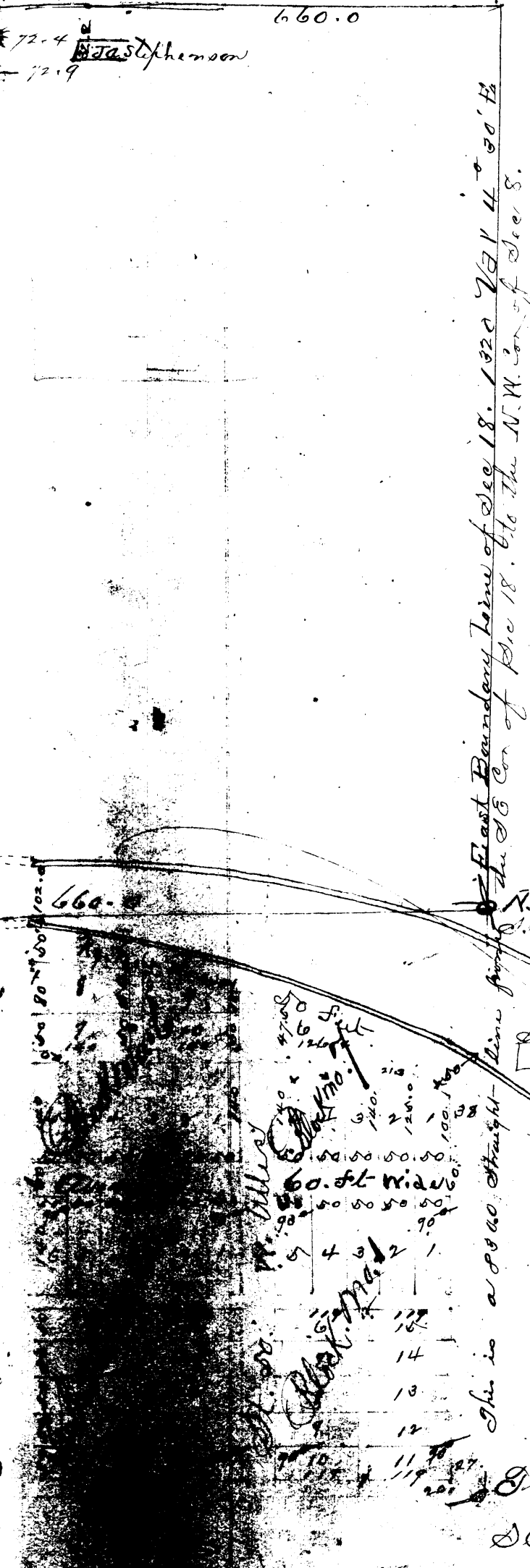


Dec 18. T. 14. - R 4 E.

Deed on Record

West Half. S.E. Quarter of the N.E. Qr. containing 20 acres. S.W. Quarter of the N.E. Qr. Containing 40 Acres.

Commencing at the North East Corner of the South East Quarter of Sec 18. Township 14 North. Range 4 East of the 5th Principal Meridian. Running west 660. feet to a Stake. Thence South 363 feet ft to a Stake. Thence west 689 ft to a Stake. Thence North 274 ft to a Stake. Thence South 51° 30' west. 884 feet to a Stake. Thence East 239 feet to a Stake. Thence South 196 feet to a Stake. Thence East 1800 feet to a Stake. Thence North, with the Section line, 830 feet to the place of beginning. Containing 26. ¹⁸/₁₀₀ acres.



I hereby certify that this is a correct plat of my Survey of the lands owned by the South Western Improvement Association, Said land is located in the town of Jonesboro. County of Craighead Arkansas. E. C. Chase. D. C. July 1887

Filed in my office for records on the 29th day of August 1887.

J. H. Maignan. Clerk.
J. H. Maignan. Deputy.

**FAX ORDER/COVER SHEET**

PLEASE SEND THIS FAX MESSAGE TO:

- NAME: Shonatan City of Jonesboro
- ORGANIZATION: _____
- FAX NUMBER: 870-336-3036
- TOTAL NUMBER OF PAGES SEND 2 INCLUDING COVER PAGE
- DATE: 4-1-19

This facsimile is sent on behalf of Sherman Curran and is
(Customer's Name)

intended for the above recipient. If you have received this facsimile in error, please notify the sender immediately at 870 316 3042 and destroy all documents. This facsimile
Telephone #

may contain potentially sensitive or confidential information. If you are not the intended recipient or authorized to receive it for the intended recipient, you are notified that disclosing, copying, distributing or using any part of the information contained in this facsimile is strictly prohibited and punishable by law.

ADDITIONAL NOTES:
_____Facsimile is sent by H-E-B Fax Service at Corp. # 184

TERMS AND CONDITIONS: H-E-B makes no guarantee, warranty or representation as to the adequacy, accuracy, completeness or legibility of this facsimile and does not guarantee, represent or warrant the transmission of this facsimile to the telephone number written above, or that it will be received by the intended recipient.

I have read and agree to the above terms and conditions.

JC
Customer's initials

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:**

Address: 112 North Bridge, Jonesboro, AR 72401

Legal Description: MATTHEWS ADD LOT 11 50X140 & LOT 12 50X140

Sec-Twp-Rng: 18-14-04

Lot/Block: 11-12/9

Subdivision: MATTHEWS ADD

Parcel Number: 01-144181-52300

Address: 108 North Bridge, Jonesboro, AR 72401

Legal Description: MATTHEWS ADD 50X140

Sec-Twp-Rng: 18-14-04

Lot/Block: 13/9

Subdivision: MATTHEWS ADD

Parcel Number: 01-144181-52400

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of sixteen thousand dollars and zero cents (\$16,000.00).

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

A. The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION**, agree to pay all closing cost typically covered by the buyer:

1. Loan-related fees
2. Credit report fees
3. Title search fees
4. Lenders title insurance
5. Home inspection fee
6. Appraisal fee
7. Survey fee (if applicable)
8. Settlement fee (if applicable)
9. Buyers attorney fees (if applicable)

B. The Seller, **JUAN CARLOS CRUZ**, agrees to pay all closing cost typically covered by the seller:

1. Fees for buyer's title insurance policy
2. Mortgage payoff and prepayment penalty (if applicable)
3. Outstanding amounts owned on the property
4. Seller's attorney fee (if applicable)
5. Transfer taxes and recording fees

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

8. **CONTINGENCIES:** This real estate contract is contingent on the following:

- A. The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION**, agree to transfer ownership of the following property, 115 North Drake, Jonesboro, AR 72401 to Seller, **JUAN CARLOS CRUZ**, for the total price of zero dollars and zero cents (\$0.00).

a. **Property Description:**

Address: 115 North Drake, Jonesboro, AR 72401

Legal Description: MATTHEWS ADD N40' LOT 17

Sec-Twp-Rng: 18-14-04

Lot/Block: PT 17/9

Subdivision: MATTHEWS ADD

Parcel Number: 01-144181-52800

- B. The Seller, **JUAN CARLOS CRUZ**, agrees that the structure located on 115 North Drake will meet all State and Local Codes and Ordinances within 180 days from the date of sale. If the structure does not meet all State and Local Codes and Ordinances within the allowed 180 day time frame, ownership of the property will revert back to Buyer, **CITY OF JONESBORO, A MUNICIPAL CORPORATION**.
- C. The Seller, **JUAN CARLOS CRUZ**, agrees that the structure will remain single-family residential as long as the current house remains on the lot.
- D. The Seller, **JUAN CARLOS CRUZ**, agrees to pay the judgement filed against Mr. Charley L. Cummings in favor of Discover Bank dated April 15, 2009, in the original amount of \$1,055.52 plus all penalties and interest, and recorded on June 30, 2009 in Judgement Book 80 Page 603 at Jonesboro, Craighead County, Arkansas.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

SELLER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Name: Juan Cruz

Title: Mayor

Date: 4-1-19

Date: _____

Name: _____

ATTEST

Date: _____

City Clerk



Legislation Details (With Text)

File #:	RES-19:044	Version:	2	Name:	CONTRACT TO PURCHASE PROPERTY LOCATED AT 107 NORTH BRIDGE FROM VERNON WOOD
Type:	Resolution	Status:			To Be Introduced
File created:	4/10/2019	In control:			City Council
On agenda:	4/16/2019	Final action:			
Title:	A RESOLUTION RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 107 NORTH BRIDGE FROM VERNON WOOD.				
Sponsors:	Land Bank Commission				
Indexes:	Contract, Property purchase - Land Bank				
Code sections:					
Attachments:	107 N. Bridge - Limited Title Search 107 N. Bridge - Title Search NEW 107 North Bridge Signed O&A Plat - Block 10, Lot 15				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 107 NORTH BRIDGE FROM VERNON WOOD.

WHEREAS, Whereas, the City of Jonesboro desires to enter into a contract to purchase the property located at 107 North Bridge, Jonesboro, Arkansas and owned by Vernon Wood; and

Whereas, the cost for the purchase of said property is \$6,000.00 plus normal closing cost;

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

Section 1: The city of Jonesboro, Arkansas shall contract with Vernon Wood for the purchase of property located at 107 North Bridge, Jonesboro, Arkansas for the purchase price of \$6,000.00 plus normal closing cost.

Section 2: A copy of the Real Estate Contract is attached hereto.

Section 3: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City

Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



INVOICE

Invoice #: 241807
Invoice Date: 12/4/2018
File Number: 18-075485-300

To:

City of Jonesboro - Code Enforcement
Attention: Michael Tyner
410 W. Washington
Jonesboro, AR 72401

From:

Lenders Title Company
Kristin McLaughlin
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410

In Re: **Vernon Wood - 107 N. Bridge, Jonesboro, AR 72401**

Description	Amount	Total
Limited Title Search	\$100.00	\$100.00
	Total	\$100.00

Thank you for your business!

Please Remit To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: December 4, 2018
Prepared For: City of Jonesboro
File Number: 18-075485-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from October 21, 1994 at 07:30 a.m. to November 13, 2018 at 07:30 a.m.:

Lot 15 in Block 10 of Matthews Addition to the City of Jonesboro, Arkansas, as shown by plat in Deed Record 5 Page 500.

The following instruments were found of record during the aforementioned period which affect the above described property:

Warranty Deed from Harry Brewer and Virginia Brewer, his wife to Garrel Rodgers, dated October 19, 1994, filed October 21, 1994 at 1:40 p.m., and recorded in Deed Book 468 Page 783 in the records of Craighead County, Arkansas.

Limited Warranty Deed No. 143895 for Forfeited Property Sold from the Commissioner of State Lands to Vernon Wood, dated March 9, 2004, filed March 22, 2004 at 3:32:01 p.m., and recorded in Deed Book 666 Page 866 in the records of Craighead County, Arkansas.

Redemption Deed No. 249832 for years 2005-2006 taxes, dated August 22, 2008, filed August 25, 2008 at 12:17:34 p.m., and recorded in Deed Book 780 Page 730 in the records of Craighead County, Arkansas.

**** Parcel No. 01-144181-55000** paid in the amount of \$42.20 on October 9, 2018. Receipt No. 30560.

Judgments have been checked on Vernon Wood during the aforementioned period, and the following were found:

NONE.

If tax information was requested, please see the attached tax certificate for the real property tax information as to the above described property.

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company

A handwritten signature in black ink, reading "Kristin Paige McLaughlin". The signature is written in a cursive, flowing style.

By: Kristin Paige McLaughlin

Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

(800) 852-5494
(501) 371-2640

FACTS

WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and credit history
- transaction history and mortgage rates and payments
- purchase history and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?

Call 501-225-3519 or go to www.lenderstitlegroup.com

Who we are

Who is providing this notice?	Lenders Title Company
-------------------------------	-----------------------

What we do

How does Lenders Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Lenders Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • pay us by check or make a wire transfer • show us your government-issued ID <p>We also collect personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>We do not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonfinancial financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.</i>

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.

Wes Eddington, Collector
Phone: (870) 933-4560

CRAIGHEAD COUNTY ARKANSAS
Proof Of Payment

For Tax Year 2017

Taxpayer

WOOD VERNON
3812 VICKI DR
JONESBORO, AR 72401

Orig Receipt No.: 30560

Amt Paid:	Cash Amount	\$0.00
	Check Amount	\$4,308.91
	Credit Card Amount	\$0.00
	Total	\$4,308.91

Date Paid: 10/9/2018

Parcel Info

Parcel/PPAN : 01-144181-55000
Tax Year : 2017
Property Type: Real Estate
Owner Name: WOOD VERNON
Property Address: 107 N BRIDGE
Subdivision: MATTHEWS ADD
Lot: 15
Block: 10
Sec-Twp-Rng: 18-14-04
Acres: 0
Legal Description: MATTHEWS ADD 50X140

Tax Type	Taxes Owed	Taxes Paid	Taxes Balance
Ad Valorem	\$42.20	-\$42.20	\$0.00
Total:	\$42.20	-\$42.20	\$0.00

DISCLAIMER: This proof of payment was created from the best available data from the collector's office as of 12/4/2018. The paid status of taxes is subject to change due to NSF checks, refunds, partial payment and other conditions. If you have any questions about the information contained herein please contact the collector's office.

Property Detail

Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-144181-55000
Tax Year/ Book:	2017 Current
Legal:	MATTHEWS ADD 50X140
Property Type:	Real Estate
Owner:	WOOD VERNON
Tax Payer:	WOOD VERNON 3812 VICKI DR JONESBORO, AR. 72401
Site Address:	107 N BRIDGE
Subdivision:	MATTHEWS ADD
Lot Block:	15 10
S-T-R:	18-14-04
Acres:	0
Tax Status:	Non-Exempt
Total Mandatory:	\$42.20
Tax Paid:	-\$42.20
Balance:	\$0.00

Receipts							
Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>30560</u>	Current	2017	10/9/2018	\$0.00	\$4,308.91	\$0.00	\$4,308.91
<u>31593</u>	Current	2016	10/12/2017	\$0.00	\$4,269.13	\$0.00	\$4,269.13

Historical Receipts

Receipt #	Tax Year	Date Paid	Tax Owed	Tax Paid	Balance
<u>46157</u>	2015	10/4/2016	\$41.36	\$41.36	\$0.00
<u>56869</u>	2014	10/13/2015	\$38.41	\$38.41	\$0.00
<u>40647</u>	2013	9/30/2014	\$35.44	\$35.44	\$0.00
<u>42779</u>	2012	10/3/2013	\$32.51	\$32.51	\$0.00
<u>48213</u>	2011	10/8/2012	\$29.54	\$29.54	\$0.00

2017 Tax Information

Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	J JB	Non-Exempt	\$1,000.00	\$42.20	-\$42.20	\$0.00

Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry Brewer and Virginia Brewer, his wife,
for and in consideration of the sum of Ten and no/100
----- (\$10.00) ----- DOLLARS
and other good and valuable considerations to us in hand paid by
Garrel Rodgers, the receipt of which is hereby acknowledged

do hereby grant, bargain, sell and convey unto the said Garrel Rodgers
and unto his heirs and assigns forever, the following lands lying in the County of Craighead and
State of Arkansas, to-wit:

Lot 15 in Block 10 of Matthews Addition to the City of Jonesboro,
Arkansas, as shown by plat in Deed Record 5 Page 500.

FILED
FEB 21 1994
CIRCUIT AND EX-OFFICIO
COUNTY CLERK

To have and to hold the same unto the said Garrel Rodgers
and unto his heirs and assigns forever, with all appurtenances thereunto belonging.
And we hereby covenant with said Garrel Rodgers
that we will forever warrant and defend the title to the said lands against all claims whatever.
And we, Harry Brewer and Virginia Brewer, his wife
for and in consideration of the said sum of money, do hereby release and relinquish unto the said Garrel Rodgers
our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 19th day of October, 19 94.
Harry Brewer (L.S.) Virginia Brewer (L.S.)
Harry Brewer Virginia Brewer

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS
BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County aforesaid,
duly commissioned and acting Harry Brewer and Virginia Brewer, his wife

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration
and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the
absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed
and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein
containing and set forth, without any coercion or undue influence of such grantor's spouse.

WITNESS my hand and seal as Notary Public on this 19th day of October, 19 94.
Robert M. Langford Notary Public
My Commission Expires 2-1-2000
CRAIGHEAD COUNTY

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS
I, Pat Fleetwood, Circuit Clerk and Ex-Officio Recorder
for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in
my office on the 21st day of October, A.D., 19 94, at 1:40 o'clock P m.
and the same is now duly recorded, with acknowledgements and certificates thereon in Deed Record DR 468,
page 783.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day
of October, 19 94.
Pat Fleetwood Shannon Vickers
Circuit Clerk and Ex-Officio Recorder D.C.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.
Buyer Garrel Rodgers Address _____



**LIMITED WARRANTY DEED NO. 143895
FOR FORFEITED PROPERTY SOLD
MARK WILCOX
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS**

KNOW ALL, BY THESE PRESENTS:

The following described lands situated in the County of Craighead and the State of Arkansas, was subject to taxation for the years set forth below; and whereas, said property was duly certified by the County Clerk/Collector to the State of Arkansas for non-payment of the taxes due thereon as set forth below, to wit:

50 X 140 LOT 15 BLOCK 10

Lot: 15

Block: 10

Addition: MATTHEWS

Acres: 0

City: JONESBORO

Parcel Number: 26435

Year Forfeited: 1998 Code: 9-4

AND WHEREAS, after the expiration of the time required by law, said property remaining unredeemed was subject to sale by the Commissioner of State Lands pursuant to the provisions of Act 626 of 1983, as amended; And whereas, said property was not sold on the date and at the time so advertised, it is now subject to negotiated sale under the Provisions of Section 3, Act 626 of 1983, as amended;

AND WHEREAS, VERNON WOOD, 3812 VICKIE DRIVE, JONESBORO, AR 72401, has paid to the Commissioner of State Lands the sum of \$966.00, an amount negotiated by the Commissioner of State Lands and said purchaser; And whereas, the Attorney general of Arkansas has approved said sale as required by act 626 of 1983, as amended.

NOW; THEREFORE, KNOW YE, THAT I, Mark Wilcox, Commissioner of State Lands within and for the State of Arkansas, having fully complied with the requirements of Act 626 of 1983, as amended, for and in consideration of the said sum of money so paid, receipt of which is hereby acknowledged, and under and by virtue of the authority invested in me by law, do, by these presents, **GRANT, SELL and CONVEY** unto the above named person and their heirs and assigns forever, all the right, title and interest of the State of Arkansas in and to the said property, or which may be hereafter acquired.

TO HAVE AND TO HOLD the same unto the said and unto their heirs and assigns forever.

WITNESS MY HAND AND OFFICIAL SEAL, as Commissioner of State Lands, on this date Mar 09, 2004.

This instrument prepared by:

Commissioner of State Lands
109 State Capitol
Little Rock, Arkansas 72201

Deed Mailed to:

**VERNON WOOD
3812 VICKIE DRIVE
JONESBORO, AR 72401**

Mark Wilcox
Mark Wilcox

Commissioner of State Lands

BY: *Lisa Pelton*

Lisa Pelton

Deputy Commissioner of State Lands

Taxes: 1998 - 2002

Was assessed in the name of:
GARREL RODGERS

DEED BOOK 666 PAGE 867
CERTIFICATE OF RECORD

STATE OF ARKANSAS,

County of _____

I, _____ Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid,
do hereby certify that the within and foregoing instrument of writing was filed for record in my office on this _____ day of _____, 20____ at _____ o'clock _____ m., and the same is now duly
recorded, with the acknowledgements and certificates thereon, in "Record Book _____" Page _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this _____ day of _____, 20____.

Clerk

By _____ D.C.

Limited Warranty Deed

Mark Wilcox
Commissioner of State Lands

TO



Filed for record on this

day of _____, 20____

at _____ o'clock _____ m.

Clerk

By _____ D.C.

DEED BOOK 666 PAGE 866 - 867
DATE 03/22/2004
TIME 03:32:01 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
RECEIPT# 117507

REDEMPTION DEED NO. 249832



MARK WILCOX
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come— GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of **CRAIGHEAD** in the State of Arkansas, to Wit:

Description: 50X140 *JONESBORO DIST* Section: 18 Township: 14N Range: 4E Acreage: 0 Lot: 15 Block: 10 City: JONESBORO Addition: MATTHEWS School District: J

Parcel Number: 1-144181-55000 Year Forfeited: 7-5 2005 Receipt #: 275439

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years herein below set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS **VERNON WOOD**
3812 VICKIE DR
JONESBORO, AR 72401

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, MARK WILCOX, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$120.57 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said **VERNON WOOD** and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL 8/22/2008

Taxes	2005 - 2006	\$54.74
Imp. Tax Due		\$0.00
Interest		\$7.36
Penalty		\$5.47
County Costs		\$3.00
Recording Fee		\$20.00
Municipal Lien		\$0.00
State Costs		\$30.00
Total Paid:		\$120.57

Mark Wilcox
Mark Wilcox
Commissioner of State Lands
L. Kelly
L. Kelly
Deputy Commissioner of State Lands

Deed Mailed to:

VERNON WOOD
3812 VICKIE DR
JONESBORO, AR 72401

DEED BK 780 PG 730
DATE 08/25/2008
TIME 12:17:34 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Ann Hudson
RECEIPT# 179515, D.C.



**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:** 107 North Bridge, Jonesboro, AR 72401

Parcel Number: 01-144181-55000

Sec – Twp – Rng: 18-14-04

Lot/Block: 15/10

Subdivision: MATTHEWS ADD

Legal Description: MATTHEWS ADD 50X140

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of six thousand dollars and zero cents.
(\$6,000.00)

The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION**, agree to release all City of Jonesboro municipal liens filed against 215 South Patrick Street; parcel number 01-144181-41600

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

THIS CONTRACT EXPIRES ON JUNE 3RD, 2019.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

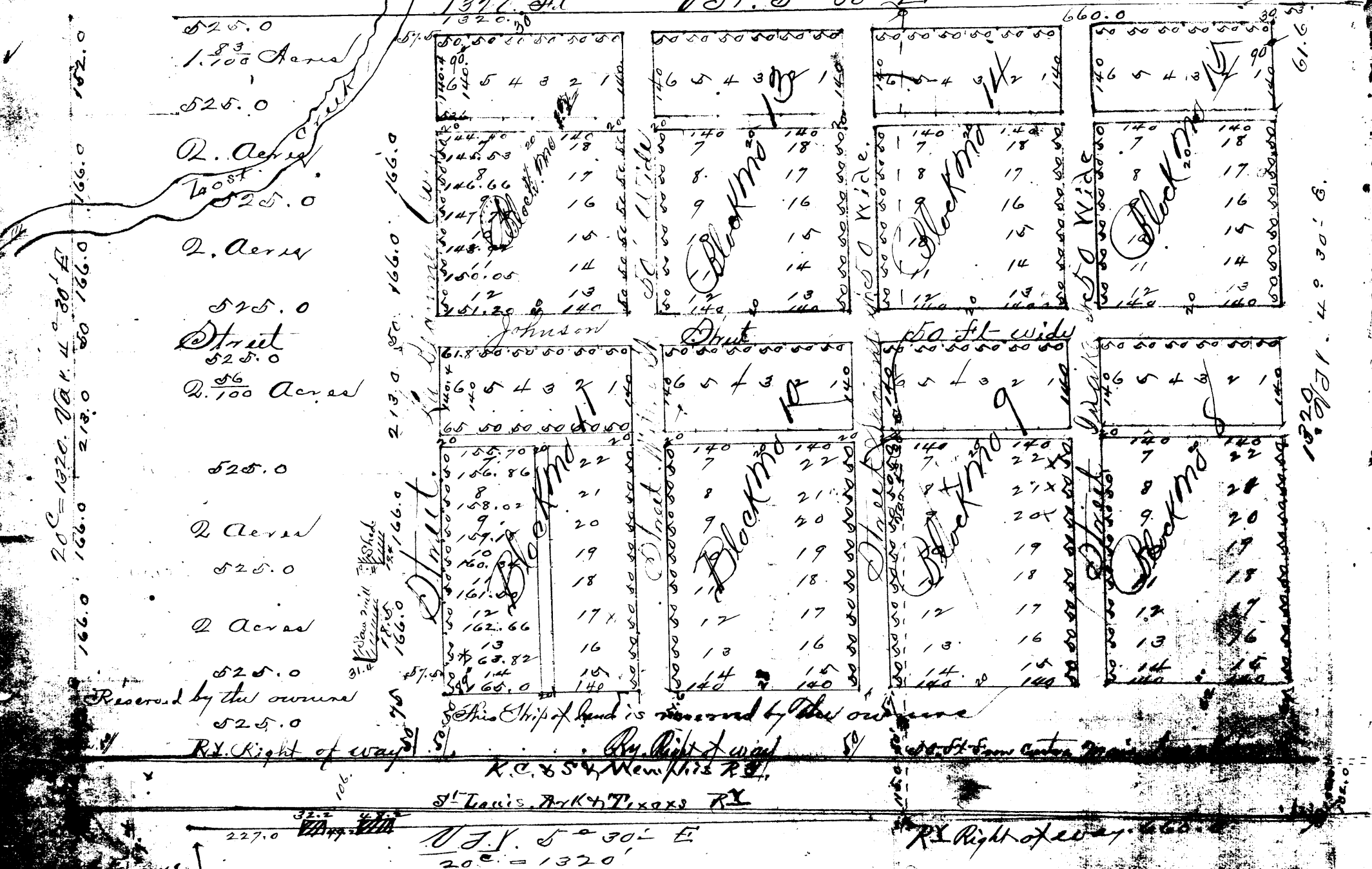
SELLER

Name: Kernon Wood

Date: 3-8-19

Name: VERNON WOOD

Date: 3-8-19

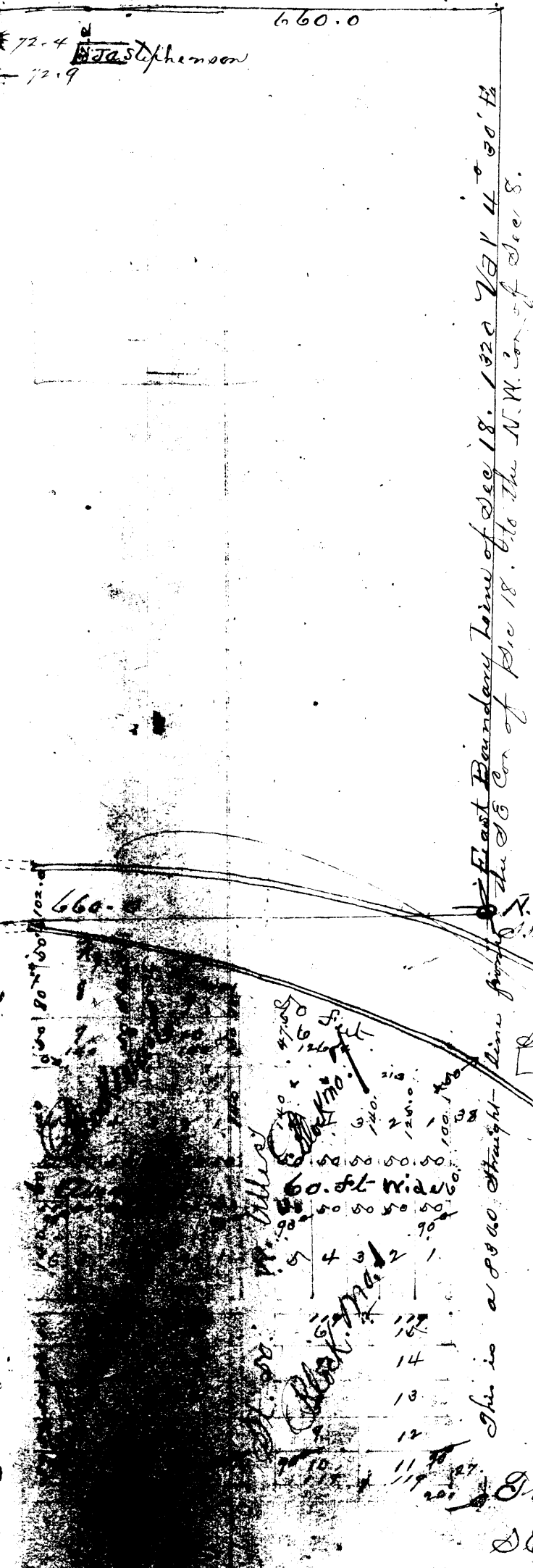


I, J. H. Kaskowally, of St. Louis Mo. as Genl Agent for the Southern
Improvement Association. Present the accompanying plat of Marshes
addition to the town of Jonesboro Craighead County Arkansas said
addition being situated in Section eighteen (18) in Township fourteenth
(14) North in Range four (4) East. I hereby dedicate to the public use and
benefit all the streets on said plat. Said streets being parallel or at right angles
with each other, being the width indicated on said plat. The
remainder of the land is for use or sale in tracts or parcels by lots
or blocks as therein indicated. In witness whereof I have hereunto
set my hand to this dedication Declaration on the 27th day of
August A.D. 1887. J. H. Kaskowally, Agent.

Dec 18. T. 14. - R 4 E.

Deed on Record

West Half. S.E. Quarter of the N.E. Qr. containing 20 acres. S.W. Quarter of the N.E. Qr. Containing 40 Acres.
Commencing at the North East Corner of the South East Quarter of Sec 18. Township 14 North. Range 4 East of the 5th Principal Meridian. Running west 660. feet to a Stake. Thence South 363 feet ft to a Stake. Thence west 689 ft to a Stake. Thence North 274 ft to a Stake. Thence South 51° 30' west. 884 feet to a Stake. Thence East 239 feet to a Stake. Thence South 196 feet to a Stake. Thence East 1800 feet to a Stake. Thence North, with the Section line, 830 feet to the place of beginning. Containing 26. ¹⁸/₁₀₀ acres.



I hereby certify that this is a correct plat of my Survey of the lands owned by the South Western Improvement association, said lands is located in the town of Jonesboro. County of Craighead Arkansas.
C. C. Chase. D. C.
July 1887

Filed in my office for records on the 29th day of August 1887.

J. H. Maignan. Clerk.
R. H. M. M. M. Deputy.



Legislation Details (With Text)

File #:	RES-19:045	Version:	1	Name:	CONTRACT TO PURCHASE PROPERTY LOCATED AT 109 NORTH BRIDGE FROM VERNON WOOD
Type:	Resolution	Status:			To Be Introduced
File created:	4/10/2019	In control:			City Council
On agenda:	4/16/2019	Final action:			
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 109 NORTH BRIDGE FROM VERNON WOOD.				
Sponsors:	Land Bank Commission				
Indexes:	Contract, Property purchase - Land Bank				
Code sections:					
Attachments:	109 N Bridge - Title Search 109 N. Bridge - Limited Title Search NEW 109 North Bridge Signed O&A Plat - Block 10, Lot 16				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 109 NORTH BRIDGE FROM VERNON WOOD.

WHEREAS, the City of Jonesboro desires to enter into a contract to purchase the property located at 109 North Bridge, Jonesboro, Arkansas and owned by Vernon Wood; and

Whereas, the cost for the purchase of said property is \$6,000.00 plus normal closing cost;

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

Section 1: The city of Jonesboro, Arkansas shall contract with Vernon Wood for the purchase of property located at 109 North Bridge, Jonesboro, Arkansas for the purchase price of \$6,000.00 plus normal closing cost.

Section 2: A copy of the Real Estate Contract is attached hereto.

Section 3: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City

Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Wes Eddington, Collector
Phone: (870) 933-4560

CRAIGHEAD COUNTY ARKANSAS

Proof Of Payment

For Tax Year 2017

Taxpayer

WOOD VERNON
3812 VICKI DR
JONESBORO, AR 72401

Orig Receipt No.: 30560

Amt Paid:	Cash Amount	\$0.00
	Check Amount	\$4,308.91
	Credit Card Amount	\$0.00
	Total	\$4,308.91

Date Paid: 10/9/2018

Parcel Info

Parcel/PPAN : 01-144181-55100
Tax Year : 2017
Property Type: Real Estate
Owner Name: WOOD VERNON
Property Address: 109 N BRIDGE
Subdivision: MATTHEWS ADD
Lot: 16
Block: 10
Sec-Twp-Rng: 18-14-04
Acres: 0
Legal Description: MATTHEWS ADD 50X140

Tax Type	Taxes Owed	Taxes Paid	Taxes Balance
Ad Valorem	\$42.20	-\$42.20	\$0.00
Total:	\$42.20	-\$42.20	\$0.00

DISCLAIMER: This proof of payment was created from the best available data from the collector's office as of 12/4/2018. The paid status of taxes is subject to change due to NSF checks, refunds, partial payment and other conditions. If you have any questions about the information contained herein please contact the collector's office.

Property Detail

Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-144181-55100
Tax Year/ Book:	2017 Current
Legal:	MATTHEWS ADD 50X140
Property Type:	Real Estate
Owner:	WOOD VERNON
Tax Payer:	WOOD VERNON 3812 VICKI DR JONESBORO, AR 72401
Site Address:	109 N BRIDGE
Subdivision:	MATTHEWS ADD
Lot Block:	16 10
S-T-R:	18-14-04
Acres:	0
Tax Status:	Non-Exempt
Total Mandatory:	\$42.20
Tax Paid:	-\$42.20
Balance:	\$0.00

Receipts							
Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>30560</u>	Current	2017	10/9/2018	\$0.00	\$4,308.91	\$0.00	\$4,308.91
<u>31593</u>	Current	2016	10/12/2017	\$0.00	\$4,269.13	\$0.00	\$4,269.13

Historical Receipts

Receipt #	Tax Year	Date Paid	Tax Owed	Tax Paid	Balance
<u>46158</u>	2015	10/4/2016	\$41.36	\$41.36	\$0.00
<u>56870</u>	2014	10/13/2015	\$38.41	\$38.41	\$0.00
<u>40648</u>	2013	9/30/2014	\$35.44	\$35.44	\$0.00
<u>42780</u>	2012	10/3/2013	\$32.51	\$32.51	\$0.00
<u>48214</u>	2011	10/8/2012	\$29.54	\$29.54	\$0.00

2017 Tax Information

Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	J JB	Non-Exempt	\$1,000.00	\$42.20	-\$42.20	\$0.00

QUITCLAIM DEED

MARRIED PERSONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Vernon Petty and
Levon Petty husband and wife, GRANTORS,
for and in consideration of the sum of ..Ten and NO/100 DOLLARS,
(\$ 10.00) in hand paid by ..Garrel Rodgers.....

..... GRANTEE....,
the receipt of which is hereby acknowledged, do hereby grant, convey, sell and quitclaim unto the
said GRANTEE...., and unto ...his... heirs, and assigns forever, all ...OUR..... right, title,
interest and claim in and to the following lands lying in ..Craighead..... County,
Arkansas:

Lot 16 in Block 10 of Matthews Addition to the City of
Jonesboro, Arkansas.

I hereby certify under penalty of false
swearing that at least the legally correct
amount of documentary stamps have been placed
on this instrument.

Garrel Rodgers
Grantee
199 N. Bridge St
Address Jonesboro Ark 72401

To have and to hold the same unto the said GRANTEE...., and unto ...his..... heirs
and assigns forever, with all appurtenances thereunto belonging.

And we, the GRANTORS, ..Vernon Petty and Levon Petty.....
husband and wife,
for and in consideration of the said sum of money, do hereby release and relinquish unto the said
GRANTEE...., and unto ...his..... heirs and assigns, all our rights and possibility of dower,
curtesy and homestead in and to the said lands.

WITNESS ...OUR... hands and seal.. on this 6th day of ..May....., 1991..

Vernon Petty
Vernon Petty
Levon Petty
Levon Petty

Deed Prepared By:

Martha P. Gilpatrick
Attorney at Law
Jonesboro, Arkansas

ACKNOWLEDGMENT:

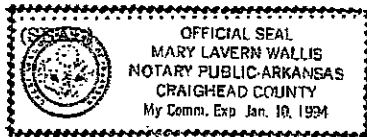
STATE OF ARKANSAS, }
County of Craighead } ss.

On this day, personally appeared before me Vernon. Petty
and Levon Petty known to me to be the persons whose names are
subscribed to the within instrument and acknowledged that they executed the same for the purposes
therein contained.

WITNESS my hand and official seal this .. 10th ... day of May 1991...

My commission expires:

1-10-94



Mary Lavern Wallis
Notary Public.

QUITCLAIM DEED

Married Persons

Vernon Petty
and

Levon Petty his wife
to

Garrel Rodgers

Filed for record this 10th day

of May 1991

at 1:30 o'clock P.M.

By *Shannon D. Blount* Clerk

NOTE: A wise man will have his deed recorded.

STATE OF ARKANSAS, }
County of . Craighead } ss.

CERTIFICATE OF RECORD

I, .. Pat Fleetwood, Circuit Clerk and Ex-Officio Recorder
for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for
record in my office on the 10th day of May A.D. 1991.,
at 1:30 o'clock P.M., and the same is now duly recorded, with the acknowledgment and certificates
thereon, in "Record Book DR. 405" Page 593-594

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 10th
day of May 1991...

Pat Fleetwood
Circuit Clerk and Ex-Officio Recorder.
By *Shannon D. Blount* D.C.



**LIMITED WARRANTY DEED NO. 143896
FOR FORFEITED PROPERTY SOLD
MARK WILCOX
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS**

KNOW ALL, BY THESE PRESENTS:

The following described lands situated in the County of **Craighead** and the State of Arkansas, was subject to taxation for the years set forth below; and whereas, said property was duly certified by the County Clerk/Collector to the State of Arkansas for non-payment of the taxes due thereon as set forth below, to wit:

50 X 140 LOT 16 BLOCK 10

Addition: **MATTHEWS**

Acres: **9**
City: **JONESBORO**

Parcel Number: **26436**

Year Forfeited: **1998** Code: **9-5**

AND WHEREAS, after the expiration of the time required by law, said property remaining unredeemed was subject to sale by the Commissioner of State Lands pursuant to the provisions of Act 626 of 1983, as amended; And whereas, said property was not sold on the date and at the time so advertised, it is now subject to negotiated sale under the Provisions of Section 3, Act 626 of 1983, as amended;

AND WHEREAS, **VERNON WOOD, 3812 VICKIE DRIVE, JONESBORO, AR 72401**, has paid to the Commissioner of State Lands the sum of \$966.00, an amount negotiated by the Commissioner of State Lands and said purchaser; And whereas, the Attorney general of Arkansas has approved said sale as required by act 626 of 1983, as amended.

NOW; THEREFORE, KNOW YE, THAT I, Mark Wilcox, Commissioner of State Lands within and for the State of Arkansas, having fully complied with the requirements of Act 626 of 1983, as amended, for and in consideration of the said sum of money so paid, receipt of which is hereby acknowledged, and under and by virtue of the authority invested in me by law, do, by these presents, **GRANT, SELL and CONVEY** unto the above named person and their heirs and assigns forever, all the right, title and interest of the State of Arkansas in and to the said property, or which may be hereafter acquired.

TO HAVE AND TO HOLD the same unto the said and unto their heirs and assigns forever.

WITNESS MY HAND AND OFFICIAL SEAL, as Commissioner of State Lands, on this date Mar 09, 2004.

This instrument prepared by:

Commissioner of State Lands
109 State Capitol
Little Rock, Arkansas 72201

Deed Mailed to:

**VERNON WOOD
3812 VICKIE DRIVE
JONESBORO, AR 72401**

Mark Wilcox
Mark Wilcox
Commissioner of State Lands

BY: *Lisa Pelton*
Lisa Pelton
Deputy Commissioner of State Lands

Taxes: **1998 - 2002**
Was assessed in the name of:
GARREL RODGERS

DEED BOOK 666 PAGE 869
CERTIFICATE OF RECORD

STATE OF ARKANSAS,

County of _____

I, _____ Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid,
do hereby certify that the within and foregoing instrument of writing was filed for record in my office on this _____ day of _____, 20____ at _____ o'clock _____ m., and the same is now duly
recorded, with the acknowledgements and certificates thereon, in "Record Book _____" Page _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this _____ day of _____, 20____.

Clerk

By _____ D.C.

Limited Warranty Deed

Mark Wilcox
Commissioner of State Lands

TO



Filed for record on this _____ day of _____, 20____ at _____ o'clock _____ m.

Clerk
By _____ D.C.

DEED BOOK 666 PAGE 868 - 869
DATE 03/22/2004
TIME 03:32:02 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Shannon Wilcox, D.C.
RECEIPT# 117507



INVOICE

Invoice #: 241806
Invoice Date: 12/4/2018
File Number: 18-075484-300

To:

City of Jonesboro - Code Enforcement
Attention: Michael Tyner
410 W. Washington
Jonesboro, AR 72401

From:

Lenders Title Company
Kristin McLaughlin
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410

In Re: **Vernon Wood - 109 N. Bridge, Jonesboro, AR 72401**

Description	Amount	Total
Limited Title Search	\$100.00	\$100.00
	Total	\$100.00

Thank you for your business!

Please Remit To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: December 4, 2018
Prepared For: City of Jonesboro - Code Enforcement
File Number: 18-075484-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from May 6, 1991 at 07:30 a.m. to November 13, 2018 at 07:30 a.m.:

Lot 16 in Block 10 of Matthews Addition to the City of Jonesboro, Arkansas.

The following instruments were found of record during the aforementioned period which affect the above described property:

Quit Claim Deed from Vernon Petty and Levon Petty, husband and wife to Garrel Rodgers, dated May 6, 1991, filed May 10, 1991 at 1:30 p.m., and recorded in Deed Book 405 Page 593 in the records of Craighead County, Arkansas.

Limited Warranty Deed No. 143896 for Forfeited Property Sold from the Commissioner of State Lands to Vernon Wood, dated March 9, 2004, filed March 22, 2004 at 3:32:02 p.m., and recorded in Deed Book 666 Page 869 in the records of Craighead County, Arkansas.

Redemption Deed No. 249833 for years 2005-2006 taxes, dated August 22, 2008, filed August 25, 2008 at 12:17:35 p.m., and recorded in Deed Book 780 Page 731 in the records of Craighead County, Arkansas.

**** Parcel No. 01-144181-55100** paid in the amount of \$42.20 on October 9, 2018. Receipt No. 30560.

Judgments have been checked on Vernon Wood during the aforementioned period, and the following were found:

NONE.

If tax information was requested, please see the attached tax certificate for the real property tax information as to the above described property.

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company

A handwritten signature in black ink, appearing to read "Kristin Paige McLaughlin". The signature is written in a cursive, flowing style.

By: Kristin Paige McLaughlin

Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

(800) 852-5494
(501) 371-2640

FACTS

WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and credit history
- transaction history and mortgage rates and payments
- purchase history and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?

Call 501-225-3519 or go to www.lenderstitlegroup.com

Who we are

Who is providing this notice?	Lenders Title Company
-------------------------------	-----------------------

What we do

How does Lenders Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Lenders Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • pay us by check or make a wire transfer • show us your government-issued ID <p>We also collect personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>We do not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonfinancial financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.</i>

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:** 109 North Bridge, Jonesboro, AR 72401

Parcel Number: 01-144181-55100

Sec – Twp – Rng: 18-14-04

Lot/Block: 16/10

Subdivision: MATTHEWS ADD

Legal Description: MATTHEWS ADD 50X140

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of six thousand dollars and zero cents.
(\$6,000.00)

The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION**, agree to release all City of Jonesboro municipal liens filed against 215 South Patrick Street; parcel number 01-144181-41600

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

THIS CONTRACT EXPIRES ON JUNE 3RD, 2019.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

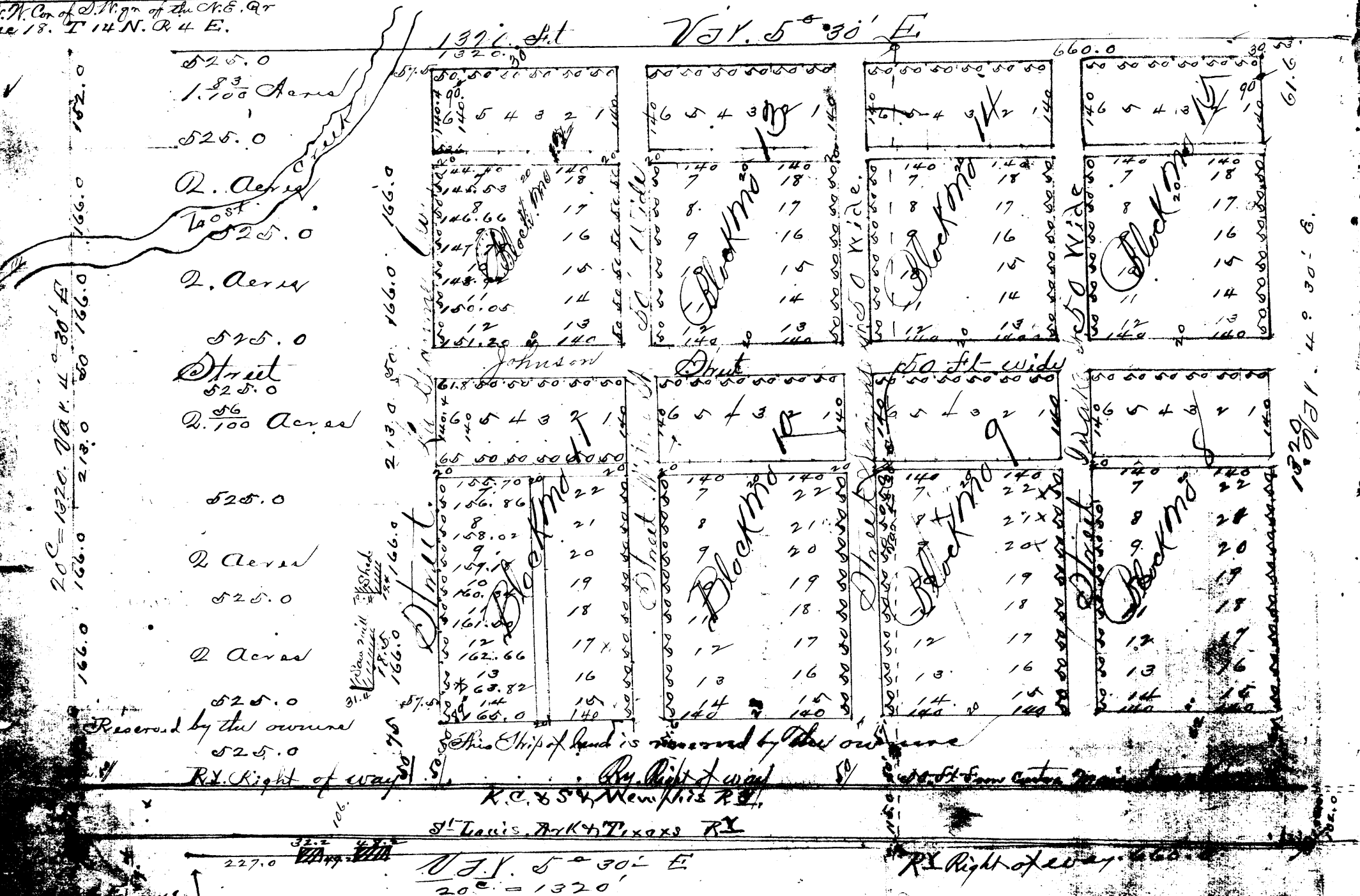
Name: Vernon Wood

Date: 3-8-19

Name: Vernon Wood

Date: 3-8-19

W. Cor of S. W. q^r of the N. E. Q^r
18. T 14 N. R 4 E.



J. E. Karlowitzky, of St. Louis Mo. as Genl Agent for the Southern
Improvement Association. Present The accompanying plat of Marshes
addition to the town of Jonesboro Craighead County Arkansas said
addition being situated in Section eighteen (18) in township fourteenth
(14) North in Range four (4) East. I hereby dedicate to the public use and
benefit, all the streets on said plat. Said streets being parallel or at right angles
with each other, being the width indicated on said plat. The
remainder of the land is for use on sale in tracts or parcels of lots
or blocks as therein indicated. In witness whereof I have hereunto
set my hand to this dedication and declaration on the 7th day of
August A.D. 1887. J. E. Karlowitzky.

Dec 18. T. 14. - R 4 E.

Deed on Record

West Half. S.E. Quarter of the N.E. Qr. containing 20
acres. SW. Quarter of the N.E. Qr. Containing
40 Acres.

Commencing at the North East Corner of the South East Quarter of Sec 18. Township 14 North. Range 4 East of the 5th Principal Meridian. Running west 660. feet to a Stake. Thence South 363 feet ft to a Stake. Thence west 689 ft to a Stake. Thence North 274 ft to a Stake. Thence South 51° 30' west. 884 feet to a Stake. Thence East 239 feet to a Stake. Thence South 196 feet to a Stake. Thence East 1800 feet to a Stake. Thence North, with the Section line, 830 feet to the place of beginning. Containing $26\frac{18}{100}$ acres.

I hereby certify that this is a
Correct plat of my Survey of the
lands owned by the South Western
Improvement association, Said
land is located in the town of
Jonesboro. County of Craighead Arkansas
E. C. Chase. D. C.
July 1st 1887

This point is 1810 ft north of the
SE Corner of Sec 18.

Filed in my office for records on the 29th day of August 1887.

J. H. Maignan, Clerk.
R. E. M. Esq.
Deputy.



Legislation Details (With Text)

File #:	RES-19:046	Version:	1	Name:	AUTHORIZE THE LAND BANK TO PLACE A BID UP TO THE AMOUNT OF THE LIEN DURING THE AUCTION OF PROPERTY LOCATED AT 501 MARSHALL STREET
Type:	Resolution	Status:			To Be Introduced
File created:	4/10/2019	In control:			City Council
On agenda:	4/16/2019	Final action:			
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE LAND BANK TO PLACE A BID UP TO THE AMOUNT OF THE LIEN DURING THE AUCTION OF PROPERTY LOCATED AT 501 MARSHALL STREET, JONESBORO, ARKANSAS.				
Sponsors:	Land Bank Commission				
Indexes:					
Code sections:					
Attachments:	RES-18-199 Lien Paperwork for 501 Marshall				

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE LAND BANK TO PLACE A BID UP TO THE AMOUNT OF THE LIEN DURING THE AUCTION OF PROPERTY LOCATED AT 501 MARSHALL STREET, JONESBORO, ARKANSAS. WHEREAS, the City of Jonesboro filed a judicial foreclosure against Wendell Parrish for work completed on property located at 501 Marshall Street, Jonesboro, Arkansas 72401 also known as Lot 13 of Block D of Cedar Heights 2nd Addition; and

Whereas, the total lien amount is \$3,030.88; and

Whereas, all property acquisitions must be approved by City Council;

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

Section 1: The city of Jonesboro, Arkansas can bid up to the full amount of the lien at the auction for property located at 501 Marshall Street, Jonesboro, Arkansas.

Section 2: A copy of the Affidavit of Statutory Lien is attached hereto.

Section 3: A copy of Resolution 18:199 is attached hereto.

Section 4: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to commence foreclosure.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-012-2019

File Number: RES-18:199

Enactment Number: R-EN-012-2019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO FILE A JUDICIAL FORECLOSURE AGAINST WENDELL PARRISH FOR PROPERTY
LOCATED AT 501 MARSHALL STREET, JONESBORO, ARKANSAS.

WHEREAS, the City of Jonesboro desires to pursue a judicial foreclosure against Wendell Parrish for work completed on property located at 501 Marshall Street, Jonesboro, Arkansas 72401; also known as Lot 13 of Block D of Cedar Heights 2nd Addition; and
Whereas, the total lien amount is \$3,030.88; and

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

Section 1: The city of Jonesboro, Arkansas shall foreclose on liens filed against Wendell Parrish for work completed at 501 Marshall Street, Jonesboro, AR 72401.

Section 2: A copy of the Affidavit of Statutory Lien is attached hereto.

Section 3. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to commence foreclosure.

PASSED AND APPROVED this 5th day of February, 2019.

Harold Perrin, Mayor

Date 2-8-19



ATTEST:

Donna Jackson, City Clerk

Date 2/8/19

2019R-002686

FILED

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

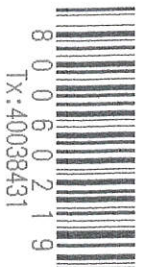
CANDACE EDWARDS, CLERK & RECORDER

02/12/2019 10:54:13 AM

FEE: 15.00

PAGES: 1

BECKY MAHAN



AFFIDAVIT OF STATURORY LIEN

Comes the City of Jonesboro, Arkansas by and through Carol Duncan, who states on oath that:

My name is Carol Duncan. I am the City Attorney of Jonesboro, Arkansas ("the City"), and as such I am authorized to make this affidavit.

A NOTICE was mailed to **Wendell Parrish** (the Owner on that date), at **2311 SE Front Street Hoxie, AR 72433**. Due to the Owner's failure to abide by the notice within the required time, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
08-03-2018	Demolition	Article IX – Unsafe Structures	\$3,030.88

The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION

Address: 501 MARSHALL

Legal Description: CEDAR HEIGHTS 2ND ADD

Parcel Number: 01-144171-12400

The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **\$3,030.88** to secure this indebtedness.

Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (10) days of this notification. If payment is not made within (10) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

2018R-022740

FILED

WITNESS my hand this 11-14-2018

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

CANDACE EDWARDS, CLERK & RECORDER

11/15/2018 8:04:19 AM

FEE: 90.00

PAGES: 16

SHARRON USSERY

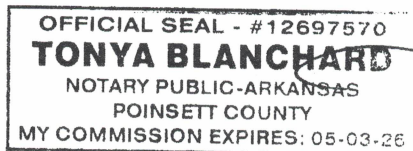
CITY OF JONESBORO, ARKANSAS

Carol Duncan
Carol Duncan, City Attorney

JONESBORO LAND BANK

(870) 336-7180

SUBSCRIBED AND SWORN to before me this 11-14-18



[Signature]
NOTARY PUBLIC





DATE	INVOICE NO
8/3/2018	0059383

BILL TO
Wendell Parrish 2311 SE Front St Hoxie, AR 72433

DUE DATE
8/24/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE 0.00

July Demo Charges:

Filing Fee- 501 Marshall	1.00	30.00	30.00	0.00	0.00	30.00
Mailing Fees- 501 Marshall	1.00	19.95	19.95	0.00	0.00	19.95
Title Search- 501 Marshall	1.00	100.00	100.00	0.00	0.00	100.00
Landfill Tipping Fees- 501 Marshall	1.00	430.93	430.93	0.00	0.00	430.93
Demo Debris Clean-Up- 501 Marshall	1.00	2,450.00	2,450.00	0.00	0.00	2,450.00

INVOICE TOTAL: 3,030.88 0.00 0.00 3,030.88

Utility - Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Wendell Parrish
Customer No: 019592
Account No: 0034945 - Mowing Acct 501 Marshall #01-144171-12400

DUE DATE	INVOICE NO
8/24/2018	0059383

Please remit payment by the due date to:

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

Invoice Total: 3,030.88
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 3,030.88

INVOICE BALANCE: \$3,030.88
AMOUNT PAID: _____



**JONESBORO POLICE DEPARTMENT
CODE ENFORCEMENT**

NOTICE TO REPAIR OR REMOVE

Via: Certified Mail

Date: 07/26/2017

To: PARRISH WENDELL SHAUN
501 MARSHALL
JONESBORO, AR 72401

Subject: 501 MARSHALL, JONESBORO, AR 72401

Dear PARRISH WENDELL SHAUN.

At its meeting on July 18, 2017, The City Council of the City of Jonesboro adopted a resolution finding and declaring the subject property to be a nuisance that must be repaired or removed. A copy of the Condemnation Resolution is enclosed.

You are hereby directed to board and secure the structure at all times until the structure is brought into full compliance with applicable building or abatement codes or until such time as the structure is razed and removed. Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

If you decide to abate this nuisance you must obtain necessary permits and commence abatement work with thirty (30) days from the date of condemnation by City Council. The permits shall expire forty-five (45) days from the date of issuance. Abatement work is expected to be completed before the permits expire. **A fine of not less than \$250 nor more than \$500 may be imposed and an additional fine of \$250 for each day thereafter.(Ord. 11.32.12)**

In the event you have not obtained necessary permits and commenced work to abate the nuisance with in thirty (30) days from the date of condemnation by City Council the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than \$250 nor more than \$500 may be imposed and an additional fine of \$250 for each day thereafter.(Ord. 11.32.12)**

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

Sincerely,

Michael Tyner
Code Enforcement Officer

Sign is served in person

*Date served or
delivered:*

Code Enforcement Officer
Signature, if delivered

Property Owner/Interested Party
Signature, if delivered in person

Jonesboro Code Enforcement
P.O. Box 1845
Jonesboro, AL 36860

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

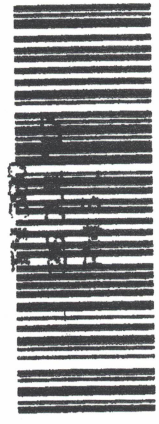
OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To *Wendell Parish*
 Street and Apt. No., or P.O. Box No. *2311 SE Front St.*
 City, State, ZIP+4[®] *Hoxie, AL 36433*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL



7015 1730 0001 5160 5415

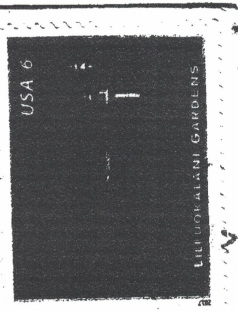
NOV 28 2017

Wendell Parish
2311 SE Front St.
Hoxie, AL 36433

NIXIE 381 DE 1 0008/23/17

RETURN TO SENDER
 VACANT
 UNABLE TO FORWARD

UNC VAC BC: 72403184545 *1247-04010-19-34



At 7-28-17 8/4

CASE FIELD REPORT

City of Jonesboro/ Code Enforcement

Assigned
To:
Tyner,
Michael

CE17-368

Location of Violation: 501 MARSHALL
JONESBORO, AR 72401

APN# 01-144171-12400

CDBG	Custom Location Field	Custom Field
NO	Property Type: Residential Code Enforcement District: 3 Owner Link: http://www.arcountydata.com/parcel.asp?County=Craighead&ParcelID=01-144171-12400	

Owner	Address (if different)	Hm:
Name: PARRISH WENDELL SHAUN	2311 Southwest Front	Wk:
Business:	Hoxie, AR 72433	Cell:

No Open Violations

Entry Date	Note	Action Date	Type	Officer	Note/Activity
07/03/2018	-		Case	Tyner, Michael	Case Status changed to Request and File Lien
07/03/2018	-		Violation	Tyner, Michael	Change violation status from: Open to: Closed
05/09/2018	2018-05-09		Note	Tyner, Michael	demo has stopped. take bids to clean up debris
11/27/2017	2017-11-27		Note	Tyner, Michael	Spoke to the owner and he advised he will have it down by the end of the year.
08/14/2017	2017-08-14		Note	Tyner, Michael	Owner scheduled to begin demo
07/26/2017	-		Case	Tyner, Michael	Case Status changed to Post and Photo 30 Day Notice
07/19/2017	-		Case	Tyner, Michael	Case Status changed to Condemned by City Council
06/27/2017	-		Case	Tyner, Michael	Case Status changed to Post and Photo Sign (City Council)
06/22/2017	-		Case	Tyner, Michael	Case Status changed to Submitted to City Council
06/22/2017	2017-06-22		Note	Tyner, Michael	forwarded to full council
05/30/2017	-		Case	Tyner, Michael	Case Status changed to Submitted to Public Safety
04/17/2017	-		Case	Tyner, Michael	Case Status changed to Obtain Title Report
03/21/2017	-		Case	Tyner, Michael	Case Status changed to Notice of Violation
03/21/2017	2017-03-21		Note	Tyner, Michael	received inspection report, sent notice
02/03/2017	-		Violation	Tyner, Michael	Added: Unsafe Building
02/03/2017	-		Case	Tyner, Michael	Initial Case Status Complaint Submitted
02/03/2017	-		Case	Tyner, Michael	Case Opened (Created)

Follow-up 07/03/2018

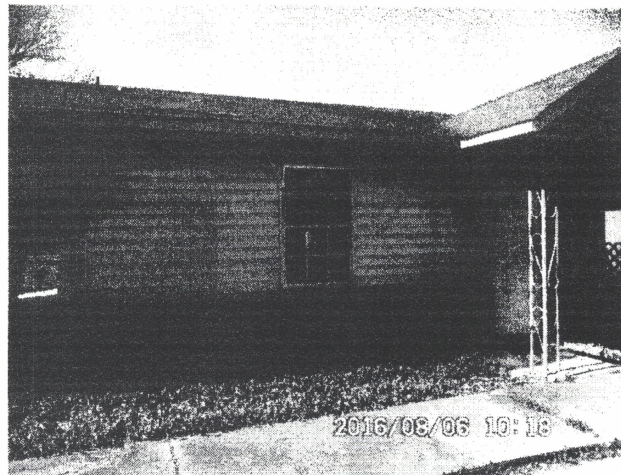
INVESTIGATION:

PARRISH WENDELL SHAUN

Basic Info

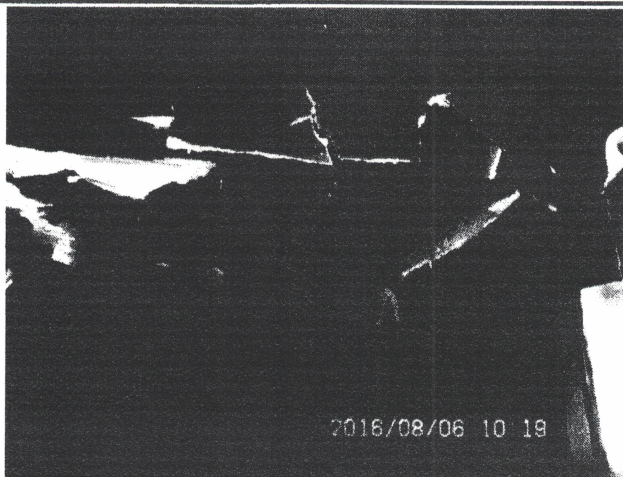
Basic Info

Parcel Number:	25-161771-12401
County Name:	Craighead County
Ownership Information:	PARRISH WENDELL S 501 MARSHALL JONESBORO AR 72401
Property Address:	PARRISH WENDELL S 501 MARSHALL JONESBORO AR 72401
Selling Information:	
Total Acres:	0.25
Trailer Acres:	0.25
Base Fee:	17.50
License:	1.50
Substation:	CEDAR HEIGHTS 2ND 400
Legal Description:	CEDAR HEIGHTS 2ND 400
Sublot District:	J.B. JONESBORO CITY
Improvement District:	Charge District 20
Improvement Parcel:	NO
Tax Status:	PROCES
Open Date:	NO

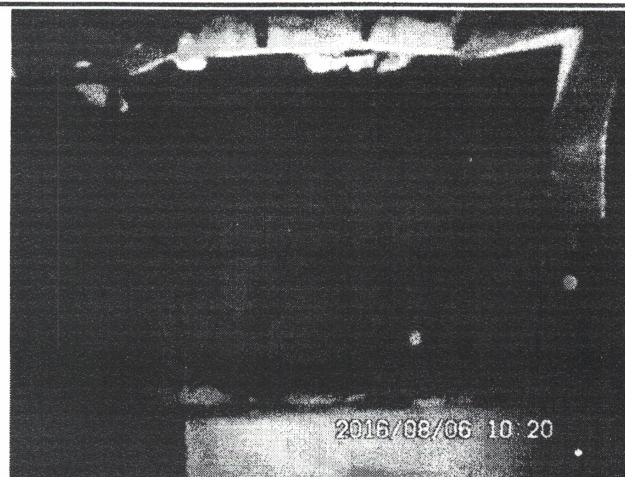


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Uploaded on: 03/21/2017 - county_data.jpg



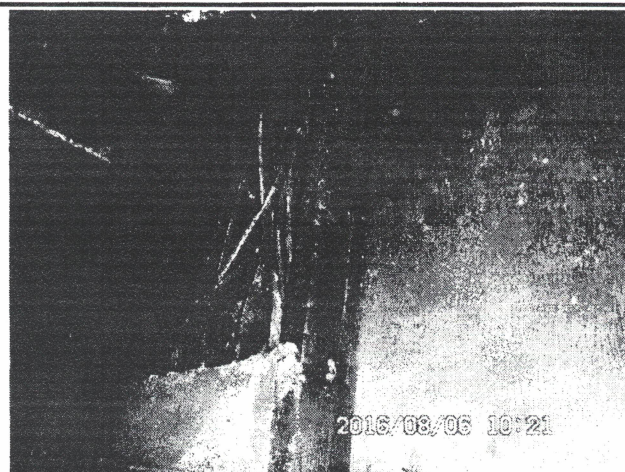
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Uploaded on: 03/21/2017 - SAM_2258.JPG



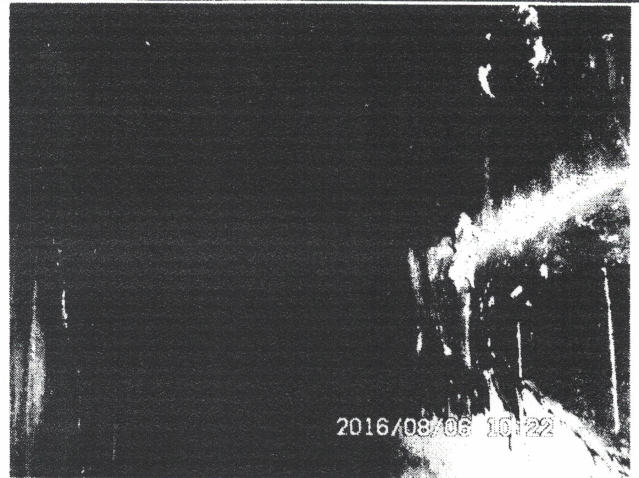
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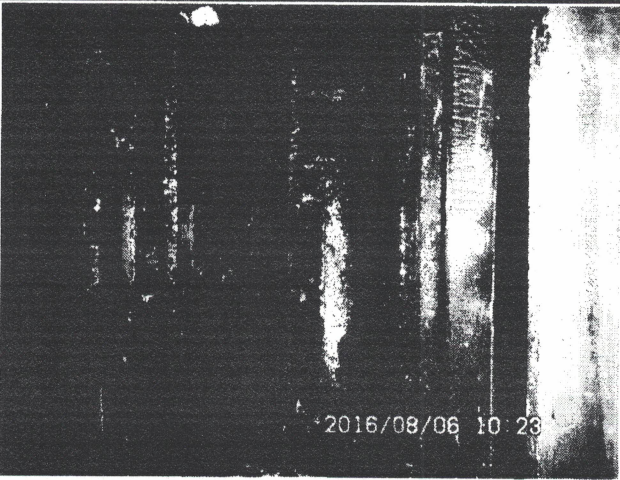
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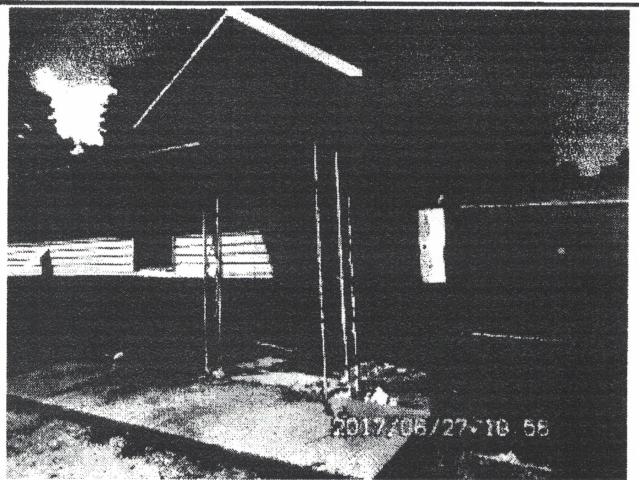
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Uploaded on: 03/21/2017 - SAM_2263.JPG



Uploaded on: 06/27/2017 - SAM_2487.JPG



Uploaded on: 05/09/2018 - marshall.JPG

DEPT. Code Enforcement

PURCHASE REQUISITION

310865

REQ. BY M. Tynes

CITY of JONESBORO

DATE 6/1/18

TO PURCHASING DEPT. - PURCHASE THE FOLLOWING GOODS TO BE DELIVERED _____

From Dilmer Construction

PLACE: _____

Address 2962 CR 760, Jonesboro, AR 72401ACCT. NO.: 01-116-0317-00

QUANTITY		DESCRIPTION: (BRAND, CAT. NO. SIZE, WT. ETC.)	UNIT COST	TOTAL COST
ITEM NO.	NEED			
1.		Removal of house demolition debris and concrete slab foundation at: 501 Marshall Jonesboro, AR 72401 PAID 6-4-18 TOTAL 117,138.00 5/11/18		\$ 2450.00
			TOTAL	\$ 2450.00

TO BE USED FOR: _____

(Explain usage - Show type vehicle & No., location, if for stock, type of machine, if for bldg., bridges, streets, or other information to identify how material will be used.)

Suggested Vendors

P. O. NO.

BID NO.

BUDGET OFFICER

APPROVED

H. L. Bayler 10/7/116/4/18

Michael Tyner

From: Gilmer Construction <brian.gilmerconstruction@gmail.com>
Sent: Friday, May 25, 2018 1:23 PM
To: Michael Tyner
Subject: 501 marshal

Clean up down to slab 1450\$ slab and all \$2450. Thank u

FKB LAWN CARE 809 Richmond Ave Jonesboro Ar 72401 870-974-3503 STEVE BRANNEN	BID
	DATE: MAY 18, 2018

TO: CITY OF JONESBORO MIKE	FOR: Lawn care

DESCRIPTION	AMOUNT
DEMO HOUSE ON 501 MARSHALL	2950.00
Total	2950.00

Thank you for your business!

Legacy Landfill/Craighead County SWDA

P O Box 16777 Jonesboro AR 72403

(870) 972-6353

Waste Placed in Cell 2/3

Waste In - Charge Scale Ticket

Ticket #:493875 Operator:MH Date:06/19/2018

Hauler : 2BEESON

Pay Type : J004J JBORO CODE ENFORCEMENT

Vehicle Type :

Material : COMMERCE4 Commercial - Class IV (4)

Bill To : J004J JPD CODE ENFORCEMENT

County : Craighead (Jonesboro) Units : 5.01 TONS

Time In : 14:37:59 Unit price: \$ 38.25

Time Out : 14:48:44 -----

Net Amount: \$ 191.63

Spcl Handling Fee: \$ 0.00

Gross Wt : 45040 lbs State Fee : \$ 12.46

Tare Wt : 35020 lbs Local Fee : \$ 1.92

Net Wt : 10020 lbs =====

TOTAL DUE : \$ 206.01

Customer : JONESBORO CODE ENFORCEMENT/501 MARSHALL/J AR

I hereby certify that, to the best of my knowledge, no hazardous waste was contained in this load, and the geographic source is Craighead County.

Customer Signature: _____

***** This is a Reprinted Ticket *****

Legacy Landfill/Craighead County SWDA
P O Box 16777 Jonesboro AR 72403
(870) 972-6353
Waste Placed in Cell 2/3

Waste In - Charge Scale Ticket

Ticket #:493955 Operator:LW Date:06/20/2018

Hauler : 2BEESON

Pay Type : J004J JBORO CODE ENFORCEMENT
Vehicle Type : ROLL-OFF

Material : COMMERCE4 Commercial - Class IV (4)
Bill To : J004J JPD CODE ENFORCEMENT
County : Craighead (Jonesboro) Units : 5.47 TONS
Time In : 10:41:56 Unit price: \$ 38.25
Time Out : 10:52:30 -----
Net Amount: \$ 209.23
Spcl Handling Fee: \$ 0.00
Gross Wt : 44580 lbs State Fee : \$ 13.60
Tare Wt : 33640 lbs Local Fee : \$ 2.09
Net Wt : 10940 lbs =====
TOTAL DUE : \$ 224.92

Customer : JONESBORO CODE ENFORCEMENT/501 MARSHALL/J AR

I hereby certify that, to the best of my knowledge, no hazardous waste was contained in this load, and the geographic source is Craighead County.

Customer Signature: _____

***** This is a Reprinted Ticket *****

CRAIGHEAD COUNTY SOLID WASTE
DISPOSAL AUTHORITY
P.O. BOX 16777
JONESBORO, AR 72403-6777

ACCOUNT

J004J

STATEMENT
DATE

06/30/18

(870) 972-6353

JBORO CODE ENFORCEMENT
P O Box 1845
Jonesboro, AR 72403

LEGACY LANDFILL

INVOICE NUMBER			INVOICE	AMOUNT PAID	AMOUNT DUE
06/19/18	493875	Invoice	206.01	0.00	206.01
06/20/18	493955	Invoice	224.92	0.00	224.92

430.93

0.00

0.00

0.00

\$ 430.93

PAYMENT DUE BY 15TH OF MONTH

Tickets by Time and Date with Notes
 Craighead County Landfill

Report Date: 07/02/2018 From 06/01/2018 to 06/30/2018 Source LIKE "J004J".

Ticket #	Date	Time In	Company	Vehicle	Material	Location	Oper	Gross	Tare	Net	Units	Unit Name	Unit Price	Net Price	Spcl Handling Fee	Tax	Total Price	Chg
6/19/2018																		
633875	6/19/2018	14:37:59	J004J	2BEESON	COMMERCE4	2	MH	45040	35020	10020	5.01	TONS	38.25	\$191.63	\$0.00	\$14.38	\$206.01	Y
Note: JONESBORO CODE ENFORCEMENT/501 MARSHALLJ AR								45040	35020	10020								
Total Tickets: 1								45040	35020	10020								
6/20/2018																		
633955	6/20/2018	10:41:56	J004J	2BEESON	COMMERCE4	2	LW	44580	33640	10940	5.47	TONS	38.25	\$209.23	\$0.00	\$15.69	\$224.92	Y
Note: JONESBORO CODE ENFORCEMENT/501 MARSHALLJ AR								44580	33640	10940								
Total Tickets: 1								44580	33640	10940								
Grand Total Tickets: 2								89620	68660	20960								
Grand Total Net Wt: 10.48																		



CITY OF JONESBORO Code Enforcement

Date: July 3, 2018

To: Tosha Moss

Re: Condemnation: 501 Marshall/Parcel# 01-144171-12400

Need to send the following charges to this person:

Property Owner: Wendell Parrish
2311 SE Front St.
Hoxie, AR 72433

<u>ITEMS</u>	<u>AMOUNTS</u>
Demolition Debris Clean-up	\$2450.00
Landfill Tipping Fees	\$ 430.93
Title Search	\$ 100.00
Mailing Fees	\$ 19.95
Filing Fees	\$ 30.00
<hr/>	
Total	\$3030.88

Thank you,

Michael Tyner
Jonesboro Code Enforcement



Legislation Details (With Text)

File #:	ORD-19:018	Version:	1	Name:	APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1812 PIZZA COMPANY.
Type:	Ordinance	Status:		Status:	First Reading
File created:	4/3/2019	In control:		In control:	City Council
On agenda:	4/16/2019	Final action:		Final action:	
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1812 PIZZA COMPANY.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application 1812 Pizza.pdf				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1812 PIZZA COMPANY.

WHEREAS, 1812 Pizza Company, Hilltop, DBA 1812 Pizza Company has applied for a private club permit to be located at 1804 N. Old Greensboro Ste. A, Jonesboro, Arkansas 72401; and

WHEREAS, 1812 Pizza Company desires to receive approval for a private club to be located at 1804 N. Old Greensboro, Ste, A, Jonesboro, Arkansas 72401; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

1812 Pizza Company, Hilltop, DBA 1812 Pizza Company's application for a private club permit is approved and 1812 Pizza Company shall be and is entitled to apply to the Arkansas Alcoholic Beverage Control Division for a private club license to be located at 1804 N. Old Greensboro Ste. A, Jonesboro, Arkansas 72401



City of Jonesboro Private Club Review and Conditions Form

Date March 7, 2019

Non-Profit Corp. Eighteen Twelve

Address: 1804 N. Old Greensboro Rd. Suite A. Jonesboro, AR. _____

Applicant on Behalf of Club: Jeremy dean Davis _____

Home Address: 2200 Sweet Gum Drive, Jonesboro AR. 72401 _____

Business Name: 1812 Pizza Company, Hilltop _____

Business Address: 1804 N. Old Greensboro, Road, suite A. Jonesboro 72401 _____

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____ (See attached)
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes X No _____

Signature Chief of Police Rush E. Smith

Planning and Zoning Department:

Type of Private Club: Restaurant ✓ Hotel/Motel _____

Hours of Operation? _____

Copy of menu for food service? Yes ✓ No _____

Zoning C-3

Approve? Yes ✓ No _____

Signature Planning Director Deon Smith

City Clerk:

Date received 3-28-19

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Eighteen Twelve

83-3264930

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF
CLUB

Jeremy

Dean

Davis

First

Middle

Last

HOME ADDRESS

2200 Sweet Gum Drive

Jonesboro

72401

Craighead

Street

City

Zip

County

BUSINESS NAME

1812 Pizza Company, Hilltop

BUSINESS ADDRESS

1804 N Old Greensboro Road, Ste. A Jonesboro 72401

Craighead

Street

City

Zip

County

Does the club own the premises? No If leased, give name and address of owner:

Eighteen Twelve

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Jeremy Dean Davis Sex _____ Date of Birth _____
2. Home Address 2200 Sweet Gum Dr. Jonesboro 72401 Phone No. 870-838-5075
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security _____ Green Card No. _____
5. Are you a resident of Craighead county? Yes
If not, do you live within 35 miles of the premises to be permitted? Yes
6. Have you ever been convicted of a felony? YES _____ NO X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? YES _____ NO X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
If so, give full information _____
11. Marital Status: Single (X) Married () Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Father	William Dean Davis	3624 NCR Manila AR 72442	Manager
Brother	Matthew Ray Davis	127 Clarence Manila AR 72442	Restauranter

(a) Are any of the above to be connected with the operation of the outlet? NA yet

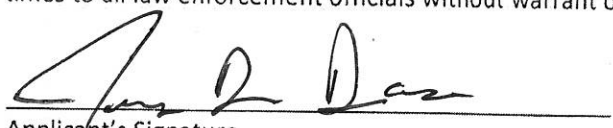
(b) If so, who and in what capacity? Matthew Ray Davis - owner

13. Give your home address (city or town) and dates at each for the past five (5) years:
Please see attached

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
General Manager	1812 Pizza Company 2815-A Race St., Jonesboro, AR 72401	October 2016-Present
Supervisor	Davis Sonic Group 747 West Fleeman, Manila, AR 72442	January 2003 - September 2016

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.



 Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Mississippi

Matthew Noble, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 12 day of February, 2019.


 Notary Public

My Commission Expires: 11-8-2023:

MATTHEW W. NOBLE
 NOTARY PUBLIC-STATE OF ARKANSAS
 MISSISSIPPI COUNTY
 My Commission Expires 11-08-2023
 Commission # 12396475

**MEMBERS AND BOARD OF DIRECTORS OF
EIGHTEEN TWELVE**

President
Vice President
Secretary
Treasurer


Matt Davis
Jeremy Davis
Matt Davis
Jamie Davis

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Matt Davis	President	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Jeremy Davis	Vice President	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Matt Davis	Secretary	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Jamie Davis	Treasurer	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this 12th day of February, 2019.


Signature of Applicant/Managing Agent

Vice President
Official Title

Subscribed and sworn to before me this 12 day of February, 2019.

Matthew W. Noble
Notary Public

My Commission Expires: 11-8-2023:

MATTHEW W. NOBLE
NOTARY PUBLIC-STATE OF ARKANSAS
MISSISSIPPI COUNTY
My Commission Expires 11-08-2023
Commission # 12396475

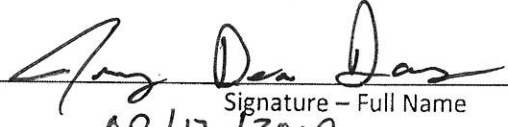
AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S: A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.


Signature - Full Name
02/12/2019
Date

2200 Sweet Gum Drive

Home Address

Jonesboro	AR	72401
City	State	Zip

1804 N. Old Greensboro Rd. Suite A

Mailing Address

Jonesboro	AR	72401
City	State	Zip


870-838-5075

Contact Phone

Business Phone

Email Address

Subscribed and sworn to before me this 12 day of February, 2019.


Notary Public

My Commission Expires: 11-8-2023:

MATTHEW W. NOBLE
NOTARY PUBLIC-STATE OF ARKANSAS
MISSISSIPPI COUNTY
My Commission Expires 11-08-2023
Commission # 12396475

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

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Matthew Ray Davis
Signature - Full Name

2-12-19
Date

127 Clarence
Home Address

<u>Manila</u>	<u>AR</u>	<u>72442</u>
City	State	Zip

1804 N. Old Greensboro Rd., Suite A
Mailing Address

<u>Jonesboro</u>	<u>AR</u>	<u>72401</u>
City	State	Zip

870-838-6495
Contact Phone Business Phone

Email Address

Subscribed and sworn to before me this 12 day of February, 2019.

Matthew W. Noble
Notary Public

My Commission Expires: 11-8-2023:

MATTHEW W. NOBLE
NOTARY PUBLIC-STATE OF ARKANSAS
MISSISSIPPI COUNTY
My Commission Expires 11-08-2023
Commission # 12396475

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

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To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

James Danelle Davis
Signature – Full Name

Date

127 Clarence

Home Address

Manila

AR

72442

City

State

Zip

1804 N. Old Greensboro Rd., Suite A

Mailing Address

Jonesboro

AR

72401

City

State

Zip

870-838-6495

Contact Phone

Business Phone

Email Address

Subscribed and sworn to before me this 12 day of February, 2019.

Matthew W. Noble

Notary Public

My Commission Expires: 11-8-2023 :

MATTHEW W. NOBLE
NOTARY PUBLIC-STATE OF ARKANSAS
MISSISSIPPI COUNTY
My Commission Expires 11-08-2023
Commission # 12396475

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **DAVIS** First: **JEREMY** Middle: **DEAN**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address:

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC002638051**
Date: **01/30/2019** Agency Reporting: **Arkansas State Police**
Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**
Released To: **Phillip Newcomb On Behalf of ABC**
Representing: **ABC**
Mailing Address: **1515 W 7TH LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **DAVIS** First: **MATTHEW** Middle: **RAY**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address:

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC002638058**
Date: **01/30/2019** Agency Reporting: **Arkansas State Police**
Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**
Released To: **Phillip Newcomb On Behalf of ABC**
Representing: **ABC**
Mailing Address: **1515 W 7TH LITTLE ROCK, AR 72201**

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BUSINESS LEASE

Lease Agreement ("Lease") made and entered into this 9th day of January, 2019, by and among Dirt Don't Hurt, LLC, an Arkansas limited liability company, and Matthew Williams, ("Lessor") and 1812 Pizza Company, Inc., ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns certain real property in Jonesboro, Craighead County, Arkansas, which the Lessor is desirous of leasing to Lessee;

WHEREAS, the Lessee is desirous of leasing such real property from Lessor under the terms and conditions set forth in this Lease;

WHEREAS, the Lessor and Lessee are desirous of setting forth the terms and conditions of said Agreement.

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

1. LEASED PREMISES. Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises in the City of Jonesboro, County of Craighead, State of Arkansas:

Approximately 2,500 square feet of the building located at 1804 Old Greensboro Road, Suite A, Jonesboro, (hereinafter designated as the "Leased Premises").

2. TERM. The term of this Lease shall commence on the day the Lessor turns space over to Lessee, or when the Lessee opens for business, whichever comes first, and shall terminate ten (10) years from the Lease Commencement date. Provided that Lessee is not in default under this Lease, then Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms by giving Lessor written notice of such extension no later than one hundred eighty (180) days prior to the termination of this Lease. Such extension shall be on the same terms and conditions as set forth in this Lease with the exceptions that the rent shall be increased by \$2 a square foot for each five (5) year extension.

Base Rental Schedule:	Years	Monthly	Annually
	1-10	\$4,167	\$50,000
	Option 11-15	\$4,583	\$55,000
	Option 16-20	\$5,000	\$60,000

3. RENTAL. Lessee shall pay to Lessor monthly rental payments of Four Thousand One Hundred Sixty-Seven and 00/100 Dollars (\$4,167.00) which shall be payable, in advance and without demand on or before the first (1st) day of each calendar month. However, the first payment shall not be due until the third (3rd) month following the Lease Commencement date. Such payments shall be made to Lessor at the address set forth below or such address as may be changed from time to time by Lessor. In the event Lessee fails to pay any installment of rent or additional rent or other amounts payable hereunder within ten (10) days of when such installment or payment is due, to help defray the additional cost to Lessor for processing such late payments, Lessee shall pay to Lessor on demand a late charge for each day such installment or payment is received after such ten (10) day period in an amount equal to Fifty and 00/100 Dollars (\$50.00) per day. The provisions for such late charge shall be in addition to all of Lessor's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

4. UTILITIES. Lessee shall be responsible for the prompt and full payment, as and when due, of all charges for water, sewer, electricity, gas, telephone and other utilities consumed or used by Lessee in conducting their business on the Leased Premises and the adjacent common areas.

5. TAXES. Lessee shall pay all personal property taxes, sales and use taxes, and any other charges which may be levied against the Leased Premises or the business conducted thereon due to Lessee's use or occupancy thereof. Lessor shall timely pay the real estate taxes and special assessments attributable to the Leased Premises.

6. REPAIRS AND MAINTENANCE. Lessee shall pay for and shall maintain at its own cost and expense the plumbing system, normal and customary maintenance and replacement of HVAC system

filters and the remainder of the Leased Premises used by Lessee including, but not limited to, the items of personal property used by Lessee on the Leased Premises, during the term of this Lease in as good condition as when the Leased Premises were received, or in their highest state of repair during the lease term, ordinary wear and tear alone excepted. The Lessor shall maintain and repair the exterior walls, (excluding plate glass, windows and doors, which shall be repaired and maintained by Lessee), roof of the building, replacement of HVAC system and the existing electrical system (excluding bulbs and additional circuits required by Lessee which shall be installed, repaired and maintained by Lessee) unless the need for such maintenance or repair is the result of any negligence, action or inaction by Lessee, their customers, agents, employees, invitees, visitors, licensees, or other similar persons, in which event Lessee shall have sole obligation to repair or maintain such items.

Lessee shall return the Leased Premises at the expiration or termination of this Lease in good order and condition, excepting only ordinary wear and tear. Lessee shall at all times maintain the exterior of the Leased Premises and the adjacent common area in a clean and attractive condition.

7. ALTERATIONS. Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the Leased Premises. However, no alterations or changes of a structural nature shall be made without the prior written consent of Lessor and Lessee shall obtain Lessor written consent to all exterior sign(s) located on any part of the Leased Premises.

8. FIXTURES. All trade fixtures or equipment owned or acquired and installed at Lessee's expense shall remain Lessee's property and may be removed by Lessee at the termination of this Lease. However, Lessee shall restore the Leased Premises to the condition that existed prior to the installation of such trade fixtures or equipment and repair any damage thereto caused by such removal. If Lessee fails to remove such fixtures and equipment within ten (10) days of the termination of this Lease, then Lessor shall own such fixtures and equipment and shall have the right to remove, dispose or sell such items as it determines in its discretion.

9. ACCEPTANCE OF PREMISES. It is expressly understood and agreed by the Lessee that it

is leasing the Leased Premises in the condition that exists at the time Lessee takes possession.

10. UNTENANTABILITY. Should the Leased Premises, or any part thereof, be rendered unfit for occupancy for the purposes for which they are hereby let, by reason of fire, windstorm, or other act of nature or unavoidable casualty, the rentals herein above stipulated to be paid by the Lessee shall be suspended during such time of untenantability. If the Leased Premises shall continue to be unfit for occupancy for sixty (60) consecutive days, then either the Lessor or the Lessee shall have the right to terminate this Lease by giving written notice to the other party within ten (10) days after the expiration of the sixty (60) day period. Lessor shall in no way be liable or responsible for any damage to any property of the Lessee in or about the Leased Premises by reason of flood, water, fire, windstorm or other casualty or act of nature.

11. WARRANTIES OF TITLE. Lessor hereby warrants and covenants with and unto Lessee that it is the lawful owner and that Lessor will, during the term hereof and the full performance by Lessee of Lessee's obligations and covenants hereunder, defend the same and hold harmless the Lessee against the lawful claims of any and all persons.

12. CONDUCT OF BUSINESS AND USES. Lessee covenants and agrees that Lessee will not do or permit to be done anything in, upon, or about the Leased Premises that increases the hazard of fire beyond that which exists by reason of the uses and occupancy of the Leased Premises for the purposes mentioned. Lessee agrees to pay to Lessor, on demand, any increases in fire insurance premiums on the improvements and building which Lessor may be required to pay thereon by reason of any use by the Lessee of the Leased Premises, and Lessee will not do or permit to be done anything within Lessee's control which would make the Leased Premises, or the improvements thereon, uninsurable in whole or in part. Lessee agrees that Lessee will not commit waste nor permit waste to be committed or done upon the Leased Premises or adjacent common areas.

13. SIGNS AND ADVERTISING. Lessee shall obtain Lessor's written consent prior to placing sign(s), picture(s), advertisement(s), or notice(s) on any part of the Leased Premises. Upon Lessee's failure to promptly remove such item after Lessor's written request, Lessor may remove the same without notice to the

Lessee at Lessee's expense. Upon termination of this Lease, Lessee, at its sole expense, will remove any sign, advertisement or notice painted on or affixed to the Leased Premises, and restore the place it occupied to the condition which existed prior to the placement of such item. Lessor may place a "for rent" sign on the Leased Premises during the last one hundred eighty (180) days this Lease is in force.

14. INSURANCE. Lessor will maintain casualty insurance on the building during the term of the lease. All property of any kind that may at any time be used, placed or brought on to the Leased Premises during the term of this Lease by or for Lessee, any of Lessee's agents, invitees, employees, customers or visitors shall be at the sole risk of the Lessee or the owner of such property. Lessor shall have no obligation to protect, care for or insure any such property. Further, Lessee shall carry contents coverage insurance on the contents of Lessee's Premises. Lessee agrees to provide public liability insurance naming Lessor as an additional insured to protect Lessor from loss customarily covered by such insurance in at least the following amount:

\$1,000,000.00 - Combined Single Limit

Lessee shall deliver appropriate evidence to Lessor as proof that such insurance is in force at the time of execution of this Lease. Such insurance shall provide that Lessor shall receive no less than thirty (30) days notice prior to any termination of such insurance policy(ies).

15. INDEMNITY AND LIMITATION OF LIABILITY. Lessee shall indemnify and hold Lessor harmless from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Lessee or Lessee's agents, invitees, employees, customers or visitors. Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, or from any other cause whatsoever.

16. DEFAULT AND REMEDIES. A default of this Lease on the part of Lessee shall be deemed to have occurred if:

(a) Lessee shall fail to pay Lessor any rent payment due to Lessor within ten (10) days of the due date thereof;

(b) Lessee shall fail to pay Lessor any amount other than rent within ten (10) days after written notice of such sum being due is given to Lessee;

(c) Lessee shall fail to perform or comply with any of the other covenants or conditions of this Lease within fifteen (15) days after written notice by Lessor to Lessee specifying the condition to be performed or complied with or, if the performance cannot reasonably be completed within such fifteen (15) day period.

Lessee shall not in good faith have commenced performance within the fifteen (15) day period and shall not diligently proceed to completion of performance;

(d) Lessee, any guarantor of the obligations of Lessee hereunder or any successor of Lessee while in possession of the Leased Premises: (i) shall generally not pay or shall be unable to pay its debts as such debts become due; (ii) shall make an assignment for the benefit of creditors or petition or apply for the appointment of a custodian, receiver or trustee for it, the Leased Premises or a substantial part of its assets; (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect;

(iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; (v) shall indicate, by any act or omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it, the Leased Premises or a substantial part of its assets; or (vi) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

In the event of any default hereunder, Lessor at any time thereafter, may immediately re-enter the Leased Premises and expel and remove Lessee or any person or persons occupying the Leased

Premises and may remove all personal property therefrom. Upon re-entry Lessor may, at its option, relet the Leased Premises or any part thereof as the agent of Lessee, and Lessee shall pay Lessor the difference between the rent hereby reserved for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term. Upon re-entry, Lessor may at its option, terminate this Lease and at any time thereafter recover from Lessee all sums then due as well as the amount by which all rent and other payments to be made by Lessee for the remainder of the Lease term. All actions taken by Lessor pursuant to this paragraph shall be without prejudice to any other remedies that otherwise might be available in respect of any default hereunder.

Lessor may elect, but shall not be obligated, to correct or remedy any condition, agreement or term required hereby to be performed by Lessee, and Lessor shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction or remedy by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

17. NO ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, nor sublet the Leased Premises or any part thereof, without the prior consent in writing of Lessor.

The consent by Lessor to a particular assignment or subletting shall not be construed to relieve Lessee from the obligations under this Lease or to obtain the consent in writing of Lessor on any other or future assignment or subletting. Lessor specifically reserves the right to transfer, sell or assign the rights and obligations under this agreement.

18. CONDEMNATION. In the event all or any part of the Leased Premises should be the subject of eminent domain proceedings, and if pursuant thereto an amount of the Leased Premises shall be condemned so as to render the residue wholly inadequate for Lessee's purpose as herein set forth, Lessee shall have the option to terminate and cancel this Lease by giving written notice of such intention to Lessor. If any such taking shall not render the residue of the Leased Premises wholly inadequate for Lessee's purposes as herein set forth, Lessee's rentals hereunder shall be reduced in the proportion which the value of the

property taken bears to the whole value of the Leased Premises with improvements. In any such condemnation proceedings, all damages allocable to full fee simple ownership of the Leased Premises shall be payable to Lessor, and any damages for loss of leasehold interest, including the unamortized portion of the value involved in such condemnation of any non-removable fixture placed on the Leased Premises by Lessee with Lessor's approval shall be payable to Lessee.

19. SURRENDER OF POSSESSION. At the end of the term of this Lease, or upon earlier termination, Lessee agrees to surrender possession of the Leased Premises without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damage Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the Leased Premises to such succeeding tenants and Lessee shall pay to Lessor the attorney fees incurred by Lessor due to any such breach. Lessee hereby waives any and all notice to which Lessee may otherwise be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the Leased Premises.

20. CONSENT TO TRANSFER; ATTORNMEN Lessee shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Lessor's interest in the Leased Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Lessor under this Lease.

21. WRITTEN DECLARATION; ESTOPPEL CERTIFICATE. Lessee shall, upon request of Lessor, execute and deliver to Lessor or any designee of Lessor a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the Commencement Date and Termination Date of this Lease; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) certifying that all conditions under this Lease to be performed by Lessor have been satisfied (except such conditions as shall be stated); (e) that there are no defenses or offsets against the enforcement of this Lease by the Lessor, or stating those claimed by Lessee; (f) the amount of advance rental, if any (or none if such is the case), paid by Lessee; (g) the date to which rental has been paid; and (h) the amount of any security/cleaning deposit held by Lessor. Such certificate

shall be executed and delivered by Lessee from time to time as requested by Lessor.

22. TIME OF ESSENCE. The time of the making of the payments and of the keeping of the covenants herein are of the essence of this agreement and the parties hereto so agree.

23. SUCCESSORS AND ASSIGNS. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, successors-in-title and assigns of the parties hereto.

24. NOTICES. All notices which may be given, or are required to be given hereunder, shall be in writing and shall be either hand delivered, sent by certified mail, return receipt requested, sent by overnight courier or sent by facsimile to the parties as specified below.

Such notices shall be effective upon receipt.

If to Lessee:

1812 Pizza Company, Inc.
1804 Old Greensboro Road, Ste. A
Jonesboro, AR 72401
Telephone: 870-838-6495

If to Lessor:

Dirt Don't Hurt, LLC
Attn.: Todd Higginbotham
1804 Old Greensboro Road, Building B
Jonesboro, AR 72401
Telephone: 870-336-5620

Either party may, by giving notice pursuant hereto, change the addresses set forth above.

25. GUARANTEE. The undersigned Guarantor for separate consideration received and acknowledged, personally guarantees the full and prompt payment to and fulfillment in favor of Lessor of any and all obligation(s) and liability(ies) of every kind and nature of the Lessee to Lessor. Guarantor agrees and promises that, in the event of default by Lessee in the payment of the rent installments, additional rent, or any other covenants of the Lease, the Guarantor will pay any sum or sums due hereunder, plus damages which may accrue in favor of the Lessor, without prior notice to the undersigned of any such default on the part of the Lessee. Lessor shall not be first required to exhaust remedies available to the

Lessor against said Lessee but may recover of and from the Guarantor as the principal obligor. This guaranty shall be binding upon the heirs, executors, administrators, personal representatives and assigns of such Guarantor. This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until any and all of Lessee's indebtedness, obligations(s) and liability(ies) which arose under this Lease shall be fully paid and fulfilled.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

The Lease maybe modified or amended only in writing signed by the parties hereto.

27. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

28. LAW GOVERNING. This Lease shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands the date written above.

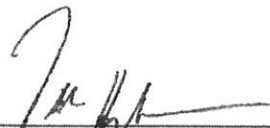
Lessee:


1812 Pizza Company, Inc.

By: 
Matt Davis, President

Lessor:

Dirt Don't Hurt, LLC

By: 
Todd Higginbotham, Member

By: 
Matthew Williams

SUB - LEASE AGREEMENT

This Sub-Lease Agreement ("Sub-Lease") is executed on this 15 day of February, 2019, by and between **1812 PIZZA COMPANY, INC.**, an Arkansas limited liability company ("Sublessor"), and **EIGHTEEN TWELVE**, an Arkansas nonprofit corporation ("Sublessee").

WITNESSETH:

WHEREAS, Sublessor owns certain property located at 1804 N. Old Greensboro Road, Suite A, Jonesboro, Arkansas 72401, known as 1812 Pizza Company (the "Premises"); and

WHEREAS, Sublessee wishes to lease the Premises upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Lease.** Sublessor hereby leases to Sublessee and Sublessee hereby accepts the Premises for the exclusive purpose of using the Premises as a lawfully operated restaurant and private club and for no other purpose whatsoever. Sublessee shall comply with any and all laws, statutes, ordinances, rules and regulations of any governmental agencies, federal, state, city or otherwise, affecting the use of the Premises by Sublessee and regulation of the business to be conducted upon the Premises by Sublessee and its possession of the Premises.
3. **Term.** The term of this Sub-Lease shall be for two (2) years commencing on February 15, 2019 and terminating on February 15, 2021 (the "Initial Term"). This Sub-Lease may be extended for one (1) additional period of two (2) years (the "Extended Term"). Sublessee shall have the right to so extend the term of this Lease by providing Sublessor with written notice of its intention to so extend, which must be received by Sublessor prior to the expiration of the Initial Term.
4. **Rent.** The monthly rental payment shall be a sum equal to Five Hundred and No/100 Dollars (\$500.00), payable in advance on the first (1st) day of each month at 1804 N. Old Greensboro Road, Suite A, Jonesboro, Arkansas 72401, or such other place as Sublessor may from time to time designate (the "Rent"). If any payment of Rent is not made by the tenth (10th) day of the month, this Sub-Lease

shall be in default and Sublessor shall be entitled to all legal and equitable remedies to which it may be entitled.

5. **Termination.** If Sublessee shall occupy the Premises with the consent of Sublessor after the Initial Term or the Extended Term, as the case may be, without execution of an instrument evidencing a renewal of this Sub-Lease or the election of the Extended Term, such occupancy shall constitute a month-to-month lease and may be terminated by either party upon thirty (30) days written notice to the other party. The rent during such occupancy shall be payable at the same rate, time and place as the Rent during the Initial Term.
6. **Utilities.** Sublessee shall pay all utility bills incurred in connection with the occupancy of the Premises by Sublessee, including without limitation payments for garbage collection, television, radio, internet, sewer, water, heat, gas, electricity and power, and all deposits and taxes relating thereto.
7. **Condition.** Sublessee acknowledges it has inspected the Premises and accepts the Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Sublessee covenants it shall return the Premises upon termination of this Sub-Lease, in the same condition or better as of the date of the execution of this Sub-Lease, reasonable wear and tear excepted.
8. **Maintenance of Premises.** Sublessor at its own cost and expense will maintain and keep the structural components and exterior of the building on the Premises, including the roof and walls, in satisfactory condition and repair. Sublessee at its own cost and expense will maintain and keep the interior of the Premises, including the interior plumbing and sewage facilities, all electric facilities and equipment, and HVAC facilities, in good repair, ordinary wear and tear excepted.
9. **Alterations.** No alterations, additions or structural improvements shall be made to the Premises without the written consent of Sublessor. Any such alterations, additions or structural improvements approved by Sublessor shall remain a part of the Premises at the conclusion of the term of this Sub-Lease.
10. **Default.** An event of default shall occur if Sublessee: (i) fails to pay its rent within five (5) days of the due date and the failure shall continue for ten (10) days following written notice from Sublessor; (ii) fails to perform any of its other obligations under this Sub-Lease and the failure shall continue for thirty (30) days following written notice from Sublessor; or (ii) if the Premises shall be deserted or vacated for a period of more than thirty (30) days. Upon the occurrence of any such events of default, Sublessor shall have available all rights and remedies provided at law or in equity, including the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:
 - a. *Terminate.* Terminate this Sub-Lease in which event Sublessee shall immediately return the Premises to Sublessor, and if Sublessee fails to do so, Sublessor may, without prejudice to any other remedy which he may have for

possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Sublessee and any other person who may be occupying the Premises or any party thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

- b. *Non-Termination.* Alter all locks and other security devices at the Premises without terminating this Sub-Lease and lease the Premises for the account of Sublessee without releasing Sublessee from Sublessee's obligations under this Sub-Lease or accepting Sublessee's surrender.
11. **Insurance.** Sublessee shall obtain renter's insurance insuring Sublessee's use and occupancy of the Premises and Sublessee's personal property located therein. Sublessor shall not be responsible for any loss sustained by Sublessee as a result of theft, vandalism or casualty.
12. **Taxes.** Sublessor shall pay all ad valorem real property taxes for the Premises, Sublessee being solely responsible for all other taxes, including without limitation taxes for all property owned by Sublessee.
13. **Assignment.** Sublessee shall not assign or sublet the Premises or any part thereof without the express written consent of Sublessor.
14. **Governing Law.** This Sub-Lease shall be governed by the laws of the State of Arkansas, and the United States District Court for the Eastern District of Arkansas or state courts located in Jackson County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Lease.
15. **Counterparts.** This Sub-Lease, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement, notwithstanding all the parties shall not have signed the same counterpart.

[Remainder of page left intentionally blank; signature pages to follow]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sub-Lease Agreement on the date and year first above.

SUBLESSOR:

1812 PIZZA COMPANY, INC.,
an Arkansas corporation

By:



Matt Davis, President

SUBLESSEE:

EIGHTEEN TWELVE,
an Arkansas nonprofit corporation

By:



Matt Davis, President












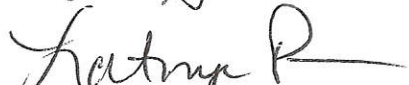
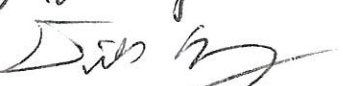




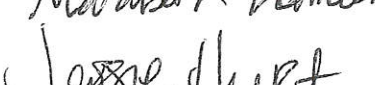
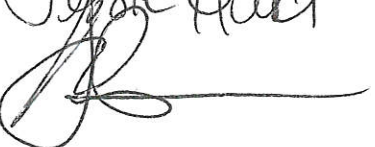


Member List

PRINT: First/Last

SIGN: First/Last

ADDRESS

Joel Cox		1300 Hester St Jonesboro AR
John Springle		309 Prospect Jonesboro, AR
Alfredo Tapia		908 cypress Run Ct. Jonesboro,
Chase Stiles		2200 Sweet Gum Dr Jonesboro
Ben Wallace		480 Cr 428/Jonesboro, AR
Mike A Gaines		773 CR 339 Jonesboro AR
Kirsten Adcock		2302 Rusher Ln Jonesboro, AR
Bryan Hernandez		4723 Morton Drive Jonesboro,
JERA COBB		216 PEKIN ST JONESBORO, AR
Ron Clives		1533 Hwy 163 Jonesboro AR
Griff Griffith		3100 Bowlen Dr Jonesboro AR
Latonya Pigman		3309 Rock Rd Jonesboro AR
Dillon Bushong		66 CR 482 Jonesboro AR
Hunter Pettit		3461 Quail Ridge Jonesboro AR
Candace Chapman		4200 Peachtree Ave. Jonesboro, AR 72401
Jacob Best		109 Lincoln Cove Jonesboro, AR 72404
Maribeth Tomlinson		3717 Remington Dr Jonesboro AR 72404
Jessie Hurt		111 Leawood Ct Jonesboro, AR 72401
Spencer Workow		2403 Amburden CV Jonesboro, AR



Member List

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SIGN: First/Last

ADDRESS

Kimi Lovelady

Kimi Lovelady

1217 Oakwood drive Jonesboro, AR 72401

Brandon Barnhill

Brandon Barnhill

1403 Smoot Dr Jonesboro, AR 724

JUSTIN BARNES

Justin Barnes

2206 Watergate St.

Nathan Morris

Nathan Morris

5932 Newcastle Dr Jonesboro, AR 72401

Alan Purser

Alan Purser

20224 Crowley Ridge Cott. Harrisburg 72432

Kayla Anderson

Kayla Anderson

500 N Caraway 7300 Jonesboro AR

Dana Synerg

Dana Synerg

3425 Preakness Dr 72401

Donovan Synerg

Donovan Synerg

3405 Preakness Dr 72401

B. J.

B. J.

2874 CR 766 Jonesboro AR 72401

MIKE SMITH

Mike Smith

822 ARK HWY 175 HARRISBURG, 72540

DON PARKER

Don Parker

515 Melton Circle, Jonesboro, AR 724

Lisa Ann Mayhew

Lisa Ann Mayhew

1108 Joda Ave, 72401

Amy Turner

Amy Turner

5228 Shasta Dr., 72404

Franklin Sprangle

Franklin Sprangle

1601 Paragould Dr. 72401

Shirley George

Shirley George

529 CR 461 Jonesboro 72404

Lee Stuart

Lee Stuart

5509 Viney Creek Ln Jonesboro 724

Jason Ade

Jason Ade

5205 Koala Dr., Jonesboro 72404

Will Metzger

Will Metzger

346 Wildwood Pt., Jonesboro 72401

Marla Williams

Marla Williams

2716 Woodspings 72404

PRINT: First/Last

SIGN: First/Last

ADDRESS

Kim Brodell

Kim Brodell

1006 Russell Hill Dr. 72404

Andy Brodell

Ad Brodell

4801 S. Main St. 72401

Brad Bramucci

B Bramucci

177 CR 799 Jonesboro, 72401

Chris Hedger

Chi L Hedger

91 CR 117 Bono 72416

Christopher Curtis

Chris Curtis

3159 CR 751 Jonesboro, AR 72401

Whitney Curtis

Whitney Curtis

161 CR 651 Jonesboro AR 72401

Seth Crissom

Seth Crissom

4244 Blair Cove, Apt 190, 72401

Charles Selfors

Charles Selfors

708 Town Drive Jonesboro, AR 72401

Jimmy Gibson

Jimmy Gibson

4226 Hwy 141 N Jonesboro, AR

Alana Weegram

Alana Weegram

1709 Colonial Road Jonesboro, AR

Jordan Whitlock

Jordan Whitlock

507 Edwardian Lane

Caitlyn Barker

Caitlyn Barker

3852 Bridlewood Dr.

Sherridan Watts

Sherridan Watts

5509 Caribbean 72401

Damien Snooks

Damien Snooks

218 Pecan Street

BRAD WILCOX

Brad Wilcox

103 CR 707 JONESBORO

Clara Barnes

Clara Barnes

3605 Keeley Ln Jonesboro

ROBERT BOLLINGER

Robert Bollinger

4001 Wilson Cove, Jonesboro

Mike Vayh

Mike Vayh

80307 526 Brookland AR

Jacob Hardag

Jacob Hardag

2632 Glen Pl



Member List

PRINT: First/Last

SIGN: First/Last

ADDRESS

Chad Brooks

Chad Brooks

212 Newberry Cove

Anthony Flangan

[Signature]

Jonesboro AR 72404

Clarissa Rattler

[Signature]

4509 Key Largo Jonesboro, AR 72401

Chris Herring

[Signature]

1204 Glendale St.

1604 Links Dr.

Xavier Williams

[Signature]

610 East Alpine St. Apt B1

Neshia Friar

Neshia Friar

104 W Forest St

Brian Bailey

[Signature]

~~Red Bank~~

45CR7180

Daniel Alvarado

[Signature]

3104 Parkwood Rd 72401

Maribel Alvarado

Maribel Alvarado

3104 Parkwood rd. 72401

Paige Ellis

Paige Ellis

4204 Walnut Bend Cv 72481

Ashley Cullum

Ashley Cullum

1006 Peggy Ln Jonesboro

Shadrecka Hardison

Shadrecka Hardison

1506 Dupue Dr Jonesboro

Patrice Bishop

Patrice Bishop

807 Airport Rd Jonesboro, AR

Patricia Weathers

[Signature]

72401, 314 S. Hill St Jonesboro, AR 72404

Ian Lawrence

Ian Lawrence

3818 Friendly Hope Rd

Ethan Rodriguez

Ethan Rodriguez

2608 Gallaway Cove

Zach White

Zach White

4105 Charleston Drive Jonesboro, AR 72404

Ben Tinsley

Ben Tinsley

2708 Sunnybrook

Renda Sanders

Renda Sanders

1103 Lorette Ln Apt 4

Jonesboro AR 72404



Member List

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SIGN: First/Last

ADDRESS

Rodney Hannah

Ruf H

3010 Quail DR.
Jonesboro, AR 72404

Jon Garner

JG

1606 Brooke Cir Jonesboro, AR 724

Brad Bobo

BB

2810 Woodhush Cir 72401

Lindsay Phillips

L Phillips

807 Airport Rd. Apt 12 72401

Louis Shaw

Yous Shaw

1711 Arch St #6B 72401

Clarencia Shaw

Clarence Shaw

1711 Arch St Apt 6B 72401

Chris Thomas

Chris Thomas

1922 Irby St, 72401

Kim Whitehead

Kim Whitehead

606 Pinehill Lane

Pam Loggins

Pam Loggins

613 Pinehill Ln Jonesboro

Robert Whitehead

Robert Whitehead

606 Pinehill Lane

Clarissa Jones

Clarissa Jones

1907 Jonesboro
mt. Vernon Drive A

Alexandra Jones

Alexandra Jones

99 CR 900 Brookland, AR

Zac Matthews

Z Matthews

1324 N Patrick Jonesboro, AR

Angel Matthews

angel Matthews

1324 N Patrick Jonesboro, AR

Donny Brewer

Donny Brewer

730 CR 730 Jonesboro AR 72401

Jamie Montgomery

Jamie Montgomery

231 CR 303 J B AR 72401

Spencer Montgomery

Spencer Montgomery

1284 CR 323 Bono Ark

Kara McQuay

Kara McQuay

701 Greene T31 Rd. Jonesboro, AR 724

Darren Lowitt

Darren Lowitt

5304 Cordova Ln. Jonesboro, AR

72401



Member List

PRINT: First/Last

SIGN: First/Last

ADDRESS

PRINT: First/Last	SIGN: First/Last	ADDRESS
Joan Mitchell	Joan Mitchell	2011 2501 Westwood Drive
Donnie Tipton	Donnie Tipton	13804 DAN LANE
Shannon Jackson	Shannon Jackson	2216 Clark St.
Josh Johnson	Josh Johnson	1321 K-fchen st.
Michael Boatman	Michael Boatman	3601 L-exec Drive
Chris Charette	Chris Charette	574 CR 714 Jonesboro
JACK GAMMON	Jack Gammon	682 CR 714 Jonesboro
Emily Adair	Emily Adair	7915 CW Post Jonesboro 72401
Julie Belle	Julie Belle	1400 Miles Street Lake City
Eddie Hells	Eddie Hells	2802 Nestle Way, Jonesboro
Michael Allen	Michael Allen	4200 Sydney Cove Apt 29, Jonesboro 72409
Elena Joyner	Elena Joyner	1821 Cedar Heights
Deangelo Seluy	Deangelo Seluy	520 state st
Kerin Harvey	Kerin Harvey	1213 Rick Rd,
Billy Adams	Billy Adams	149 Debbie Pr. 72450
Jordan Brown	Jordan Brown	5939 Rees Rd Apt 316
Robert Donner	Robert Donner	712 Smithfield Dr. Jonesboro 72401
Dr Jason Stanton	Jason Stanton	6018 Beaver Run 72404
John Russell	John Russell	1408 MarketPlace Dr. Apt #1 Jonesboro AR 72401



Member List

PRINT: First/Last

SIGN: First/Last

ADDRESS

Heather Wicker

Heather Wicker

900 Lunsford Bay 7241

JOHN STANFORD

John Stanford

8479 HWY 163 HARRISBURG PA 72432

Madison Rouse

Madison Rouse

1500 Kathleen St. Apt 5

Mike Senter

Mike Senter

5509 Timber Creek Ln Jonesboro 72404

Candance Fulmore

Candance Fulmore

1903 Mth Vernon, 72401

Jill Campbell

Jill Campbell

4006 Woodsprings Rd 7240

Ashley Pendergrass

Ashley Pendergrass

5943 Repr Road Apt 385

Kristi Jones

Kristi Jones

64 CR 100 Bono 72416

Taylor Kiefer

Taylor Kiefer

815 Gloucester drive, 724

Branton Barrett

Branton Barrett

3824 Remington DR

Michael D. Carter

Michael D. Carter

550 CR 712 S, baro 72401

Cari Duncan

Cari Duncan

608 Melody Ln 72401

Amber Lopez

Amber Lopez

1305 N. Floyd St. Jonesboro, Ar.

623-B West St Hwy 18
Manila, AR
870-570-0202



2815-A Race Street
Jonesboro, AR
870-520-6434



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NACHOS

fresh salsa & sour cream on request

BBQ PULLED PORK 10
top shelf queso, bbq pulled pork, onion, hickory smoke sauce

SOUTHWEST 10
top shelf queso, grilled chicken, fire roasted veggies, chipotle ranch

SWEET 'N SPICY CHICKEN 10
top shelf queso, grilled chicken, pineapple, onion, sweet chili sauce

PIZZA 9
top shelf queso, sausage, pepperoni, pizza sauce, mozzarella

BUFFALO CHICKEN 9
top shelf queso, grilled chicken, mozzarella, classic buffalo sauce

WINGS

served with house-made ranch

BONELESS (12 piece) 9.5 **JUMBO BONE-IN (8 piece) 8**

FLAVORS

Buffalo Mild/Hot · Hickory BBQ
Sweet Red Chili · Golden BBQ · Caribbean Jerk
Teriyaki · Honey Mustard · Lemon Pepper
Garlic Parmesan · Cajun · Kickin' Bourbon

SPECIALS

MEAL FOR TWO 20
One 12" specialty pizza
+ breadsticks or ruffles & house-made ranch + two drinks (Fitz's Soda +.50c)

FAMILY SPECIAL 25
Two 14" single topping pizzas + breadsticks or large house salad

PIZZA & WINGS 22
One 14" two topping pizza + boneless or bone-in wings

PIZZAS

TOPPINGS

Mozzarella	Italian Sausage	Black Olive	Artichoke Hearts
Cheddar	Bacon	Mushroom	Tomato
Pepperoni	Chicken	Pineapple	Roasted Red Peppers
Sausage	Pulled Pork	Banana Pepper	
Smoked Ham	Onion	Jalapeno	
Beef	Bell Pepper	Spinach	

Mike's Hot Honey +1.50

CHEESE
9 / 13 / 16

ADDITIONAL TOPPINGS
+.75c / +1.00 / +1.25

AVAILABLE SIZES
12" / 14" / 16"
-OR-
GODZILLA
\$20 + \$2 each topping

THE 1812
pepperoni, beef, sausage, onion, bell pepper, black olive, mushroom 15 / 19 / 23

CARNIVORE
pepperoni, beef, sausage, italian sausage, smoked ham, bacon 16 / 20 / 25

CHICKEN BACON RANCH
house-made ranch base, chicken, bacon 15 / 19 / 23

MAC 'N CHEESE
alfredo sauce, mac 'n cheese, bacon, cheddar, mozzarella 15 / 17 / 21

SPINACH ARTICHOKE CHICKEN
alfredo base, chicken, spinach, artichoke, mushroom 15 / 19 / 23

BBQ PULLED PORK
hickory bbq base, pulled pork, onion 16 / 20 / 24

MARGHERITA
garlic butter base, tomato, basil, mozzarella 13 / 15 / 19

***NEW* HAWAIIAN**
golden bbq base, smoked ham, bacon, pineapple, sweet pickles 15 / 17 / 21

CHICKEN ALFREDO
alfredo sauce, chicken 15 / 19 / 23

CLASSIC HAWAIIAN
smoked ham, pineapple 13 / 15 / 19

BUFFALO CHICKEN
buffalo base, chicken, ranch drizzle 15 / 19 / 23

ALL PIG PIE
pulled pork, bacon, smoked ham, sausage, italian sausage 17 / 21 / 26

BBQ CHICKEN
hickory bbq base, chicken, onion 15 / 19 / 23

CHEESEBURGER
mustard base, beef, cheddar, pickle, onion 13 / 15 / 19

ADDITIONAL PIZZA BASES

Garlic Butter	Ranch	Alfredo	Hickory BBQ	Buffalo
---------------	-------	---------	-------------	---------

STARTERS

RUFFLES & HOUSE-MADE RANCH 3.75

BREAD-STICKS
served with marinara 5.5

CHEESE-STICKS
served with marinara 6.5

TOASTED RAVIOLIS
cheese or beef, served with marinara 7

BAVARIAN PRETZELS
4 pretzels served with your choice of top-shelf queso, honey mustard, or (Mike's Hot Honey +.75c) 8.5

TOASTED GREEN BEANS
served with house-made ranch 6

DYNAMITE SHRIMP
served with house-made ranch 8.5

CHIPS & HOUSE-MADE SALSA 4
(add queso +2)

BUFFALO SHRIMP
served with house-made ranch 8.5

LADS

HOUSE SALAD
cheddar, croutons (sm) 3.5 · (lg) 6.5

CAESAR SALAD
parmesan, croutons, caesar dressing (sm) 3.5 · (lg) 6.5
(add chicken +1.5)

SA

CHEF SALAD

cheddar, smoked ham, bacon, onion, bell pepper, mushroom, black olive 9

SOUTHWEST CHICKEN

chicken, cheddar, fire roasted veggies, chipotle ranch 9

TURKEY CLUB

turkey, cheddar, bacon, croutons 8.5

BBQ PULLED PORK

pulled pork, hickory smoke bbq sauce, cheddar, onion 9

CRISPY CHICKEN CLUB

breaded chicken, cheddar, bacon, tomato 9

CHICKEN FIESTA

chicken, salsa, onion, bell pepper, tortilla chips 8.5

BUFFALO CHICKEN

buffalo chicken, mozzarella, house-made ranch 8.5

DRESSINGSHouse-Made Ranch
Thousand IslandHoney Mustard
ItalianBlue Cheese
Chipotle Ranch

SANDWICHES

served with ruffles & house-made ranch

CHICKEN BACON RANCH 7.5**MEATBALL 8.5**
add jalapeño (+.75c)**BUFFALO SHRIMP PO' BOY 9.5**
lettuce, mayo, dill pickles**SMOKEHOUSE BBQ CHICKEN 7.5**
onion, bacon, hickory bbq sauce**HOUSE-MADE CHICKEN SALAD 6.5**
no fruits, no nuts**TURKEY CLUB 8.5**
lettuce, honey mustard

WRAPS

white tortilla, served with ruffles & house-made ranch

CHICKEN BACON RANCH
lettuce, mozzarella 8.5**CHICKEN SPINACH WRAP**
spinach, mozzarella, honey mustard 8.5**SWEET & SPICY SHRIMP**
lettuce, sweet red chili sauce 9**SOUTHWEST CHICKEN**
fire roasted veggies, cheddar, chipotle ranch 8.5**TURKEY CLUB**
lettuce, honey mustard, cheddar, bacon 8.5**CHIPOTLE CHICKEN**
lettuce, mozzarella, jalapeño, onion, chipotle ranch 8.5**BUFFALO CHICKEN**
lettuce, mozzarella, house-made ranch 8.5**CHICKEN CAESAR**
lettuce, parmesan 8.5

EAT LOCAL
EAT PIZZA
EAT PIZZA



GRILLED CHEESES

served with ruffles & house-made ranch

BUFFALO CHICKEN 8

BBQ PULLED PORK 8.5

TURKEY CLUB WITH SPINACH 8.5

MAC 'N CHEESE 8

PIZZA 8

TRADITIONAL 7

HAM & CHEESE 8

BAKED POTATOES

jumbo sized, butter & sour cream on request

CHEESY BACON 8

PULLED PORK 9

CHICKEN & CHEESE 8.5

HAM & CHEESE 8.5

PLAIN POTATO 6

EXTRA SAUCES

House-Made Ranch .50c

Jumbo House-Made Ranch 1.00

Side of Mike's Hot Honey 2.00 

Chipotle Ranch .50c

Marinara .50c

Honey Mustard .50c

Buffalo .50c

Sweet Chili .50c

DESSERTS

CHOCOLATE PIE PIZZA (individual) 4.75 - (share-size) 11

VANILLA CUSTARD PIZZA (individual) 4.75 - (share-size) 11

CHOCOLATE CHIP PIZZA (individual) 4.75 - (share-size) 11

CINNAMON APPLE PIZZA (individual) 4.75 - (share-size) 11

CINNAMON STICKS
served with icing 5.5

KIDS MENU

½ GRILLED CHEESE
served with ruffles & house-made ranch 5.5

PIZZA STICKS (4) with pepperoni
served with pizza sauce 5.5

CHICKEN BITES (6)
served with ruffles & house-made ranch 5.5

½ TURKEY SANDWICH
served with ruffles & house-made ranch 5.5

CHEESE QUESADILLA
served with ruffles & house-made ranch 5.5

DRINKS

Sweet Tea
Unsweetened Tea
Lemonade
Dr. Pepper
Pepsi
Mountain Dew
Diet Dr. Pepper
Diet Mountain Dew

Did You Know?!
In 1811 & 1812
the New Madrid Earthquakes
helped form Big Lake
which is located in our
hometown of Manila, Arkansas!

Fitz's Craft Sodas 1.99



Root Beer
Cream Soda
Hip Hop Pop
Cardinal Cream
Black Cherry
Grape
Strawberry
Orange
Ginger Ale
...& more!!!

CHOOSE 2 for \$8

SMALL HOUSE SALAD
croutons, cheddar

SMALL CAESAR SALAD
croutons, parmesan

CHEESE-STICKS (4)
served with marinara


1/2 CHICKEN SALAD SANDWICH
no fruits, no nuts

TOASTED RAVIOLIS (6)
cheese or beef

1/2 TURKEY CLUB SANDWICH
lettuce, honey mustard

1/2 GRILLED CHEESE
traditional, ham, or buffalo chicken

BAKED POTATO
served with butter & sour cream



LUNCH MENU
available 'til 3pm, everyday

CHOOSE 2 for \$8

SMALL HOUSE SALAD
croutons, cheddar

SMALL CAESAR SALAD
croutons, parmesan

CHEESE-STICKS (4)
served with marinara

1/2 CHICKEN SALAD SANDWICH
no fruits, no nuts

TOASTED RAVIOLIS (6)
cheese or beef

1/2 TURKEY CLUB SANDWICH
lettuce, honey mustard

1/2 GRILLED CHEESE
traditional, ham, or buffalo chicken

BAKED POTATO
served with butter & sour cream

LUNCH-SIZE PIZZAS

CHEESE \$6.50
add any toppings for .75c

ALL SPECIALTY PIZZAS \$9.00

- THE 1812
- CARNIVORE
- CHICKEN BACON RANCH
- MAC 'N CHEESE
- SPINACH ARTICHOKE CHICKEN
- BBQ PULLED PORK
- MARGHERITA
- NEW* HAWAIIAN
- CHICKEN ALFREDO
- CLASSIC HAWAIIAN
- BUFFALO CHICKEN
- ALL PIG PIE
- BBQ CHICKEN
- CHEESEBURGER

WING LUNCH

6 BONELESS WINGS \$7.00
served with Ruffles & Ranch

6 BONE-IN WINGS \$8.00
served with Ruffles & Ranch

Buffalo Mild/Hot
Hickory BBQ
Sweet Red Chili
Golden BBQ
Caribbean Jerk
Teriyaki
Honey Mustard
Kickin' Bourbon
Lemon Pepper
Garlic Parmesan
Cajun

**EAT LOCAL
EAT PIZZA**

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Google Play



Legislation Details (With Text)

File #:	ORD-19:020	Version:	1	Name:	REZONING REQUEST FOR PROPERTY LOCATED AT 4801 EAST PARKER ROAD FROM R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO IC-3, GENERAL COMMERCIAL DISTRICT AS REQUESTED BY RIDGE SURVEYING ON BEHALF OF RUTH CAUBBLE
Type:	Ordinance	Status:			First Reading
File created:	4/11/2019	In control:			City Council
On agenda:	4/16/2019	Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4801 EAST PARKER ROAD FROM R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO IC-3, GENERAL COMMERCIAL DISTRICT AS REQUESTED BY RIDGE SURVEYING ON BEHALF OF RUTH CAUBBLE				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	19151_plat.pdf Application.pdf Staff Summary - Council.pdf Zoning Plat.pdf				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4801 EAST PARKER ROAD FROM R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO IC-3, GENERAL COMMERCIAL DISTRICT AS REQUESTED BY RIDGE SURVEYING ON BEHALF OF RUTH CAUBBLE

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: (R-1) SINGLE-FAMILY MEDIUM DENSITY DISTRICT
TO: (IC-3) GENERAL COMMERCIAL DISTRICT

FOR THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

LOT 2 OF BOB SHAW MINOR PLAT TO THE CITY OF JONESBORO, AR, AS SHOWN ON PLAT IN BOOK I, PAGE 154, SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

SECTION 2: ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED.

SECTION 3: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INsofar AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.



METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Application for a Zoning Ordinance Map Amendment

Meeting Date: 4/9/19 Date Received: 3/15/19
Meeting Deadline: 3/18/19 Case Number: RZ 19-05

LOCATION:

Site Address: 4801 East Parker RD.

Side of Street: S between INDUSTRIAL and Hwy 463

Quarter: NW Section: 35 Township: 4N Range: 4E

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: C-3

Size of site (square feet and acres): 43,560 SQ. FT / 1 AC. Street frontage (feet): 106.7'

Existing Use of the Site: COMMERCIAL BUSINESS

Character and adequacy of adjoining streets: PAVED

Does public water serve the site? YES

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? _____

If not, how would sewer service be provided? _____

Use of adjoining properties:

North I-555

South C-3

East I-1

West C-3

Physical characteristics of the site: METAL BUILDING

Characteristics of the neighborhood: N/A

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it? R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? COMMERCIAL
- (3). If rezoned, how would the property be developed and used? COMMERCIAL
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? 6000 sq ft BLDG Existing
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan? YES
- (6). How would the proposed rezoning be the public interest and benefit the community? TO MAKE CURRENT & FUTURE USE COMPLIANT w/ zoning
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Aligns w/ MASTER PLAN
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? NO
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. NONE
- (10). How long has the property remained vacant? N/A
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? N/A
- (12). If the rezoning is approved, when would development or redevelopment begin? N/A
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* N/A
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Ruth Cauble
Address: 2500 Airpark RD.
City, State: Wynne, AR ZIP 72396
Telephone: 870-919-0240
Facsimile: _____
Signature: Ruth Cauble

Deed: Please attach a copy of the deed for the subject property.

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: Mike McNEESE - RIDGE SURVEYING
Address: 311 S. CHURCH STREET
City, State: JONESBORO, AR ZIP 72401
Telephone: 870-203-9940
Facsimile: N/A
Signature: MIKE@RIDGE SURVEYING.NET

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

City of Jonesboro City Council
Staff Report – RZ 19-05: 4801 E. Parker Road
Municipal Center - 300 S. Church St.
For Consideration by the City Council on April 16, 2019

REQUEST: To consider a rezoning of one tract of land containing 1.00 acre more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1” Single-Family Residential District to a “C-3” General Commercial District.

APPLICANTS/OWNER: Mike McNeese of Ridge Surveying, 311 South Church St. Jonesboro, AR 72401
Ruth Caubbe, 2500 Airpark Road. Wynne, AR 72396

LOCATION: 4801 E. Parker Road, Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx. 1.00 Acre
Street Frontage: 106.7 feet along E. Parker Road
Topography: Predominately Flat
Existing Development: Currently Occupied

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	Interstate
South	C-3 General Commercial District
East	I-1 Limited Industrial District
West	C-3 General Commercial District

HISTORY: Vacant Farm Land before building was built.

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

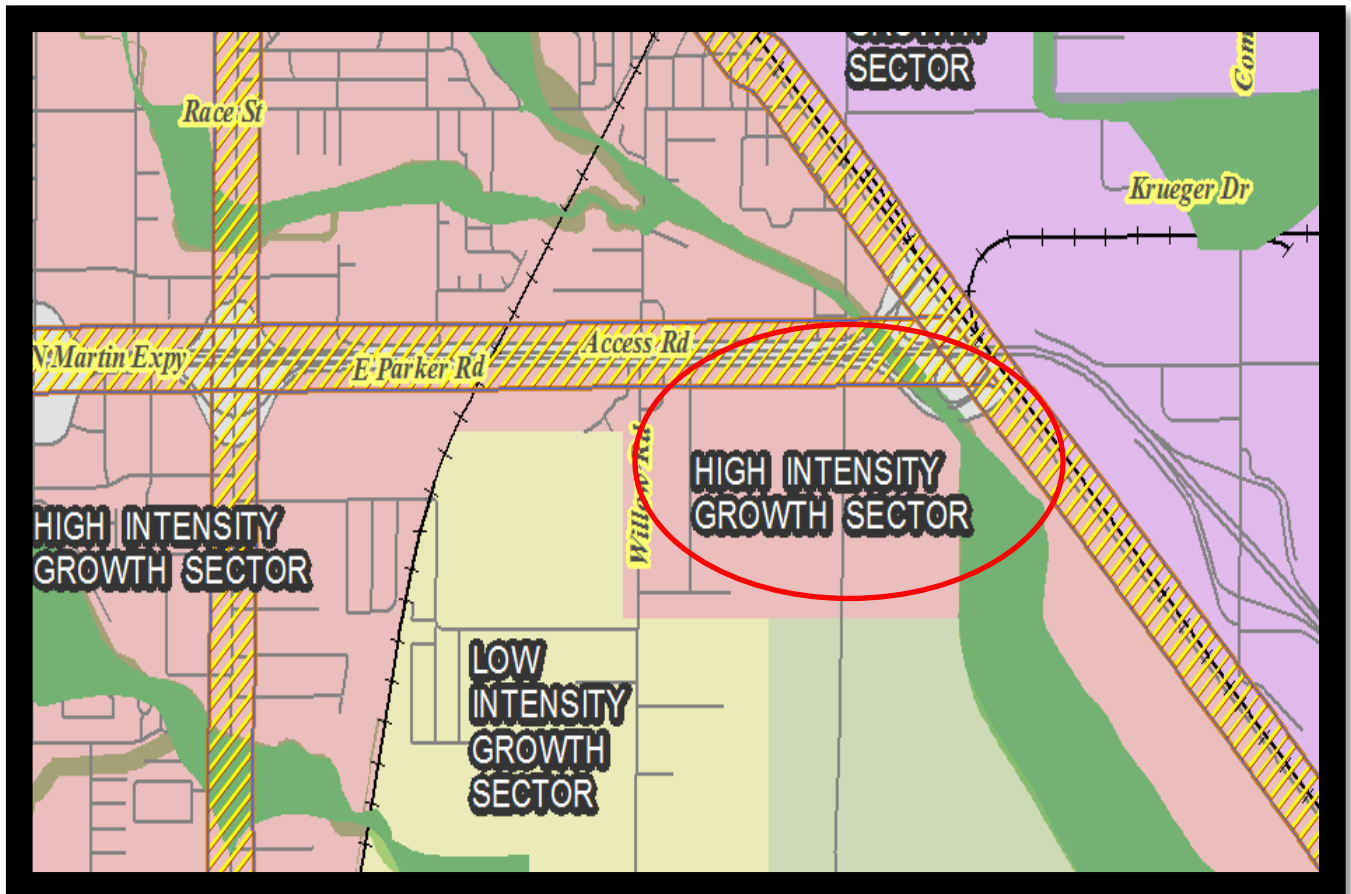
The Current/Future Land Use Map recommends this location as High Intensity Commercial Nodes / High Intensity Growth Sectors with a wide range of land uses is appropriate for this zone. This zone includes Multi-Family to Fast Food to Class A Office Space to Outdoor Display / Highway oriented businesses like Automotive Dealerships, because they will be located in areas where Sewer Service is readily available and Transportation Facilities are equipped to handle the traffic.

HIGH INTENSITY GROWTH SECTORS - RECOMMENDED USE TYPES INCLUDE:

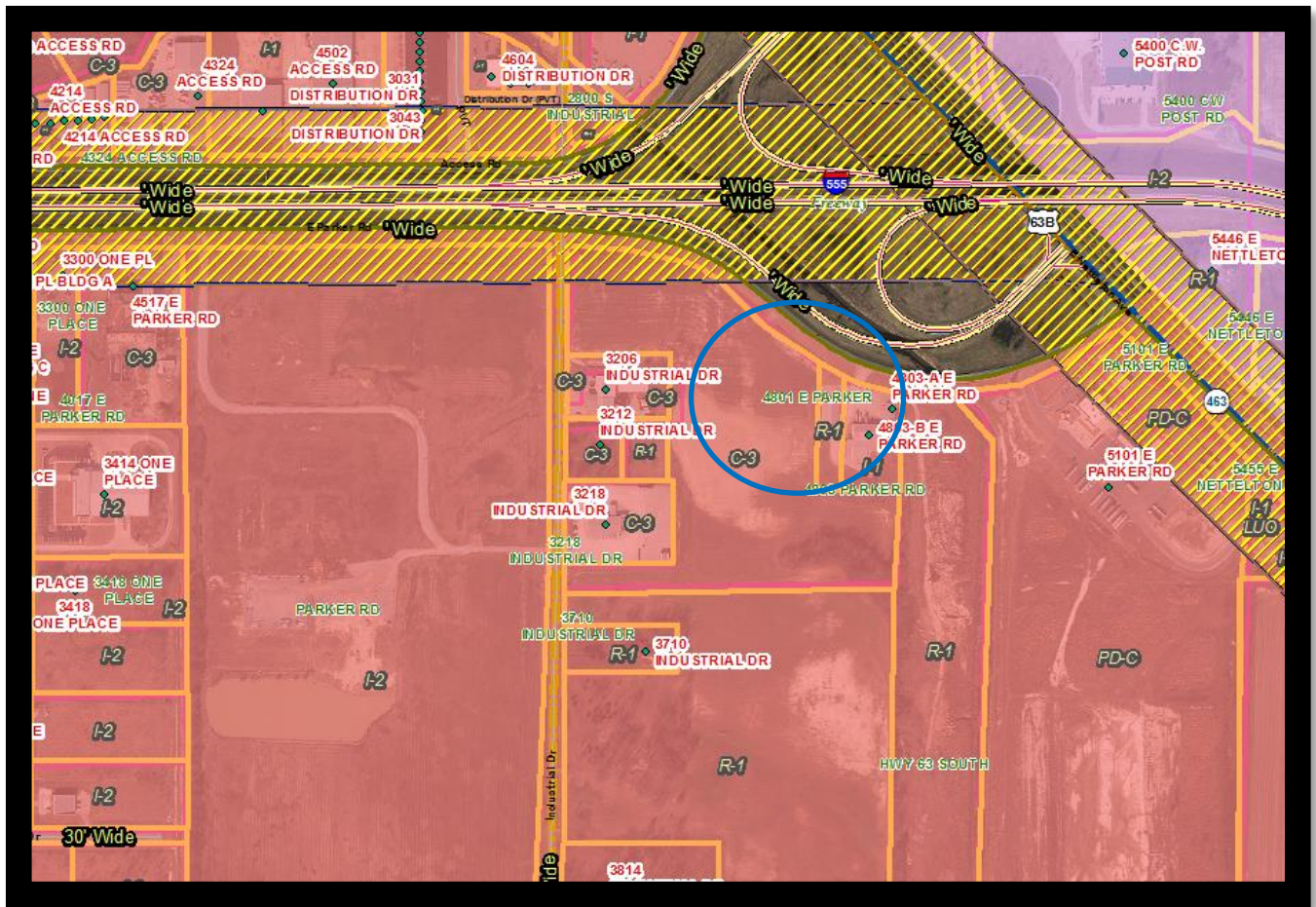
- *Multi-Family*
- *Regional Shopping Centers*
- *Automotive Dealerships*
- *Outdoor Display Retail*
- *Fast Food Restaurants*
- *Service Stations*
- *Commercial and Office*
- *Call Centers*
- *Research and Development*
- *Medical*
- *Banks*
- *Big Box Commercial*
- *Hotel*

Density:

Multi-Family 8-14 Dwelling Units per Acre



Land Use Map









Master Street Plan/Transportation

The subject property is served by E. Parker Road. Parker Road on the Master Street Plan is classified an Arkansas DOT Road. The applicant will be required to adhere to the Arkansas DOT recommendations.



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are C-3 General Commercial Zoning in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property will not develop as residential. There is a current building here that is Legal Nonconforming used as commercial in the past. Without this rezoning, many things in the Commercial Spectrum could not go here.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper planning is implemented.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single-Family Residential Zone. The applicant owns the building and land to the east of this property. This land is legal non-conforming and wants to bring it up to proper zoning.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*. Rezoning makes sense considering there are already single family homes located in the area.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 General Commercial District as follows:

Definition of C-3 General Commercial District - The purpose of this district is to provide appropriate locations for commercial and retail uses, which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled Arterial Street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	Reported no issues.	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	Reported no issues.	
MPO	No issues were reported	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	CWL
Code Enforcement	Reported no issues.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON APRIL 9, 2019

APPLICANT: Mike McNeese of Ridge Surveying on behalf of Ruth Caubbe is requesting MAPC approval for a rezoning from R-1 Single Family Medium Density District to C-3 General Commercial District for 1.00 acres +/- of land located at 4801 East Parker Road. It is on the South side of the I-555 Corridor. Roughly six hundred feet west of the Love's Truck Stop. On the east side of the property, it currently has some I-1 Zoning. The South C-3 Zoning. To the West C-3.

STAFF: DERREL SMITH – DIRECTOR: Commented that we reviewed this and it does meet our Land Use Plan for high intensity commercial. The Staff does recommend approval with the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. This property is along the I-555 Corridor. This needs to be brick, stone or masonry construction if any redevelopment.

COMMISSION ACTION:

Mr. Dennis Zolper made a motion to approve Case: RZ: 19-05, as submitted, to the City Council with the stipulations that were read by the Planning Department.

The MAPC find to rezone property from “R-1” Single Family Residential District to a “C-3” General Commercial District for 1.00 +/- acres of land. Motion was seconded by Mr. David Handwork.

Roll Call Vote: 8-0, Aye's: Jim Scurlock; Mary Margaret Jackson; David Handwork; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Dennis Zolper

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 19-05 a request to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District; the following conditions are recommended:

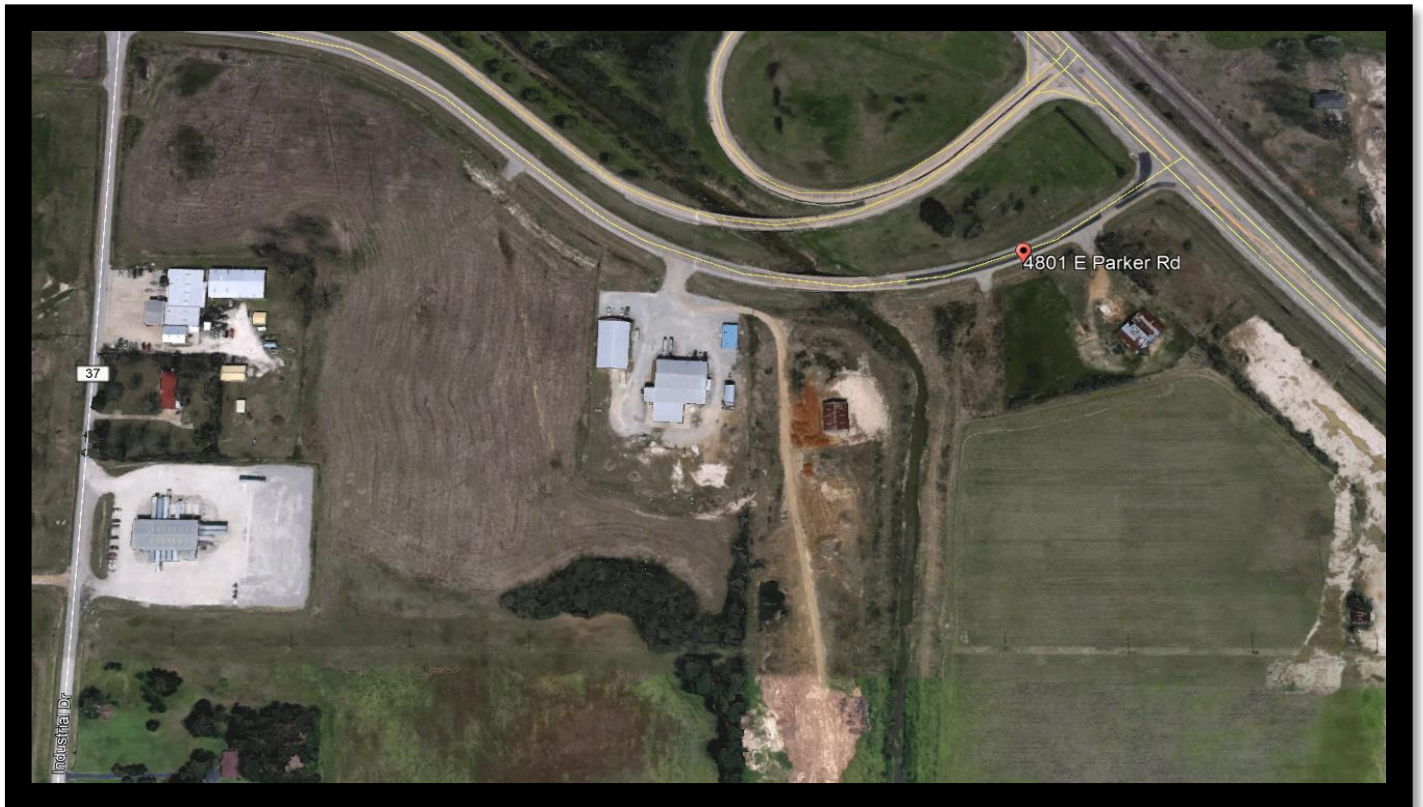
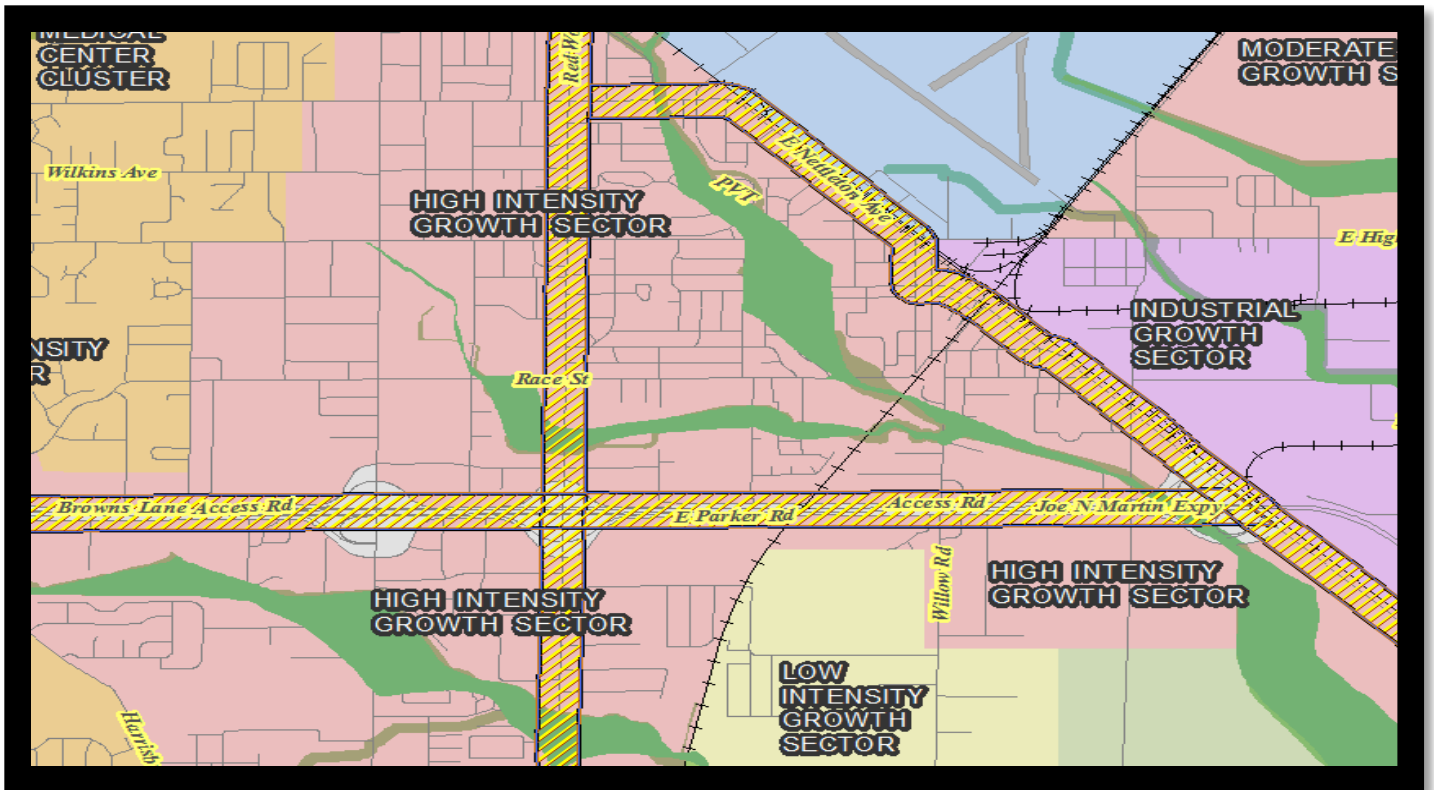
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. This property is along the I-555 Corridor. This needs to be brick, stone or masonry construction if any redevelopment.

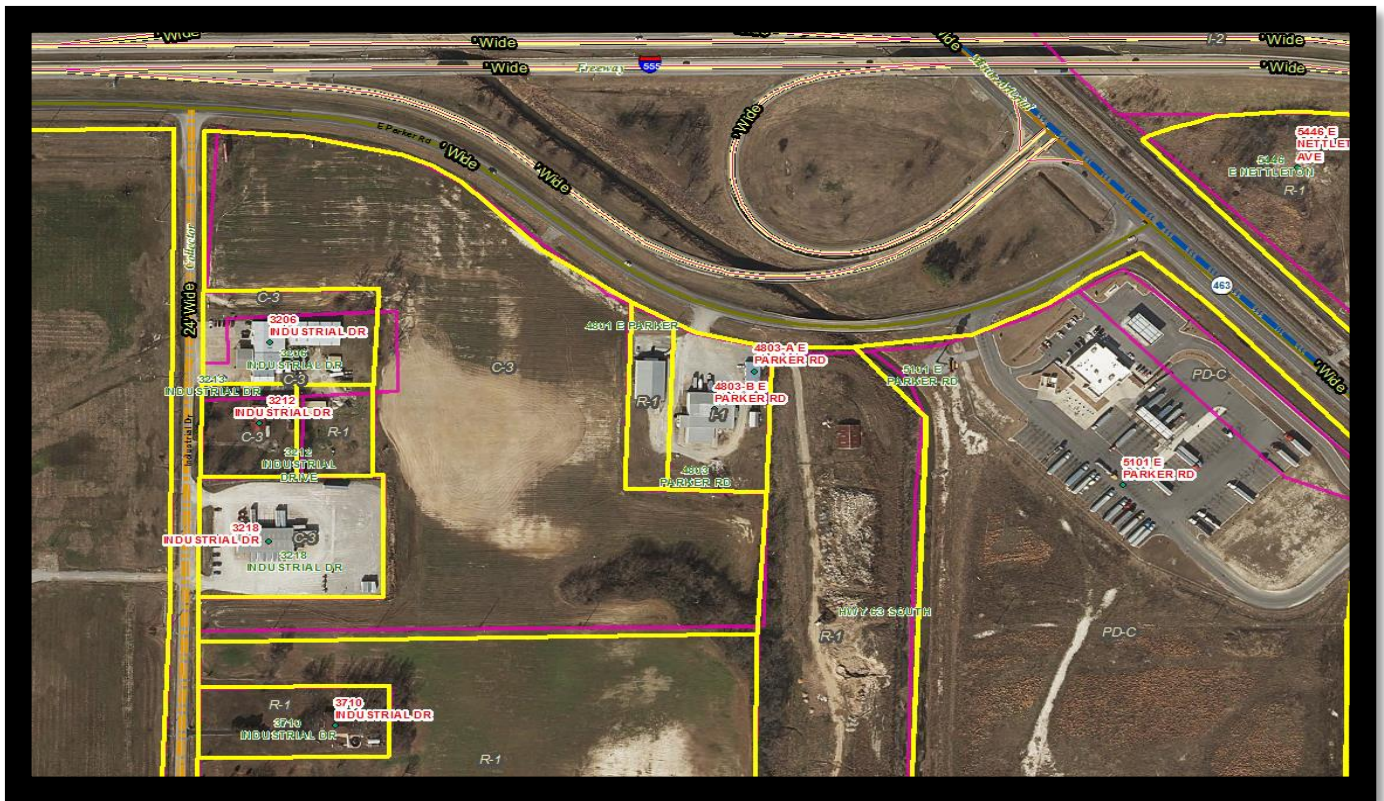
Respectfully Submitted for City Council Consideration,
The Planning and Zoning Department

Sample Motion:

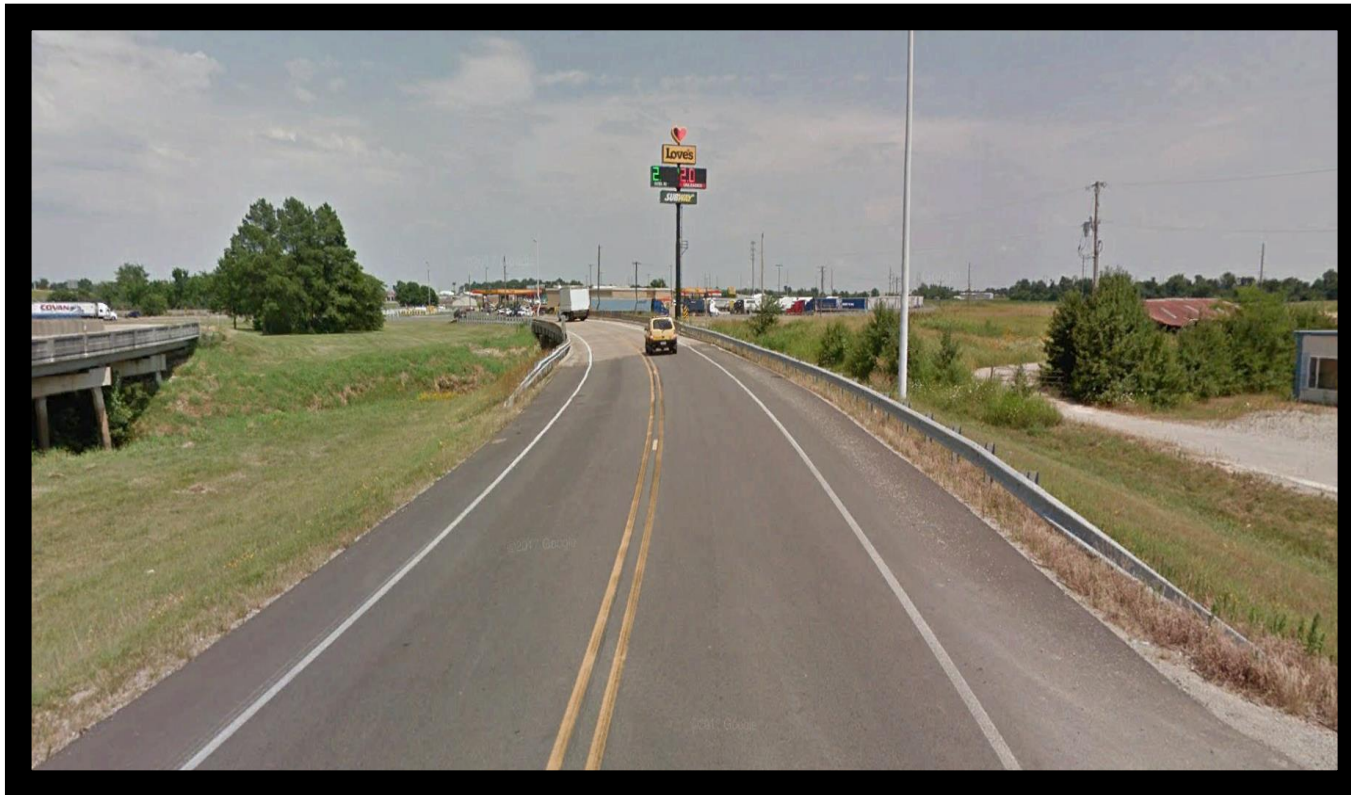
I move that we place Case: RZ 19-05 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District will be compatible and suitable with the zoning, uses, and character of the surrounding area.

PICTURES OF LOCATION















Legislation Details (With Text)

File #:	ORD-19:015	Version:	1	Name:	APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1108 INVESTMENTS, DBA EMBASSY SUITES OF JONESBORO
Type:	Ordinance	Status:			Second Reading
File created:	3/19/2019	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1108 INVESTMENTS, DBA EMBASSY SUITES OF JONESBORO				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application.pdf Members.pdf				

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR 1108 INVESTMENTS, DBA EMBASSY SUITES OF JONESBORO

WHEREAS, 1108 Investments, DBA Embassy Suites of Jonesboro has applied for a private club permit to be located at 223 Red Wolf Blvd, Jonesboro, AR 72401; and

WHEREAS, 1108 Investments desires to receive approval for a private club to be located at 223 Red Wolf Blvd, Jonesboro, AR 72401; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

1108 Investments DBA Embassy Suites of Jonesboro's application for a private club permit is approved and 1108 Investments shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 223 Red Wolf Blvd, Jonesboro, AR 72401.



City of Jonesboro Private Club Review and Conditions Form

Date 3-7-19 Non-Profit Corp: 1108 Investments, Inc, dba Embassy Suites of Jonesboro

Address : 225 Red Wolf Blvd.

Applicant on Behalf of Club: Kraig Anthony Pomrenke _____

Home Address 2006 Ozark Dr. Apt. A. Jonesboro, AR. 72401

Business Name: Embassy Suites Hotel & Red Wolf Convention Center _____

Business Address: 225 Red Wolf Blvd. Jonesboro, Ar. 72401 _____

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____ (See attached!)
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes X No _____

Signature Chief of Police [Signature]

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel X

Hours of Operation? _____

Copy of menu for food service? Yes _____ No X

Zoning C-3

Approve? Yes X No _____

Signature Planning Director [Signature]

City Clerk:

Date received 3-19-19

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



APPLICATION FOR PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.** ✓
NOTE: FORMS MUST BE NOTARIZED.

**APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND
INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).** ✓

2. Application fee is \$250 and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas. ✓
4. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member. ✓
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

1108 Investments, Inc, dba
Non-Profit Corporation Embassy Suites of Jonesboro FEIN # _____

APPLICANT ON BEHALF OF CLUB
Kraig Anthony Pomrenke
First Middle Last

HOME ADDRESS 2006 Ozark Dr, #A Jonesboro AR 72404 Craighead
Street City Zip County

BUSINESS NAME Embassy Suites Hotel & Rex Wolf Convention Center

BUSINESS ADDRESS 223 Rex Wolf Blvd, Jonesboro AR 72401 Craighead
Street City Zip County

Does the club own the premises? No If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises? Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

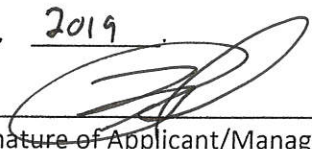
Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Kraig Porgenske	President	2006 Ozark, Apt A Jonesboro, AR 72404
* Kandi Baker (Kandi Baker)	Vice President	2509 Flatrock Trail Jonesboro, AR 72404
Stacy Zeeley (Susan Woodring)	Secretary/Treasurer	350 Green 7242 Road Panguitch, AR 72450

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this 6th day of February, 2019


Signature of Applicant/Managing Agent

President
Official Title

Subscribed and sworn to before me this 6th day of February, 2019

Jo Ann Lawrence
Notary Public

My Commission Expires: 04-02-2025:



SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Kraig Anthony Pomrenke Sex Date of Birth
2. Home Address 2006 Ozark Dr, #A Jonesboro AR 72404 Phone No. 870-351-1165
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE
Social Security No. Green Card No.
5. Are you a resident of Craighead county? Yes
- If not, do you live within 35 miles of the premises to be permitted?
6. Have you ever been convicted of a felony? YES NO ✓ If so, give full information
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES NO ✓ If so, give full information.
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? YES NO ✓ If so, give full information
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
10. Have you applied and been refused a permit at the applied for location within the last 12 months?
If so, give full information NO
11. Marital Status: Single () Married () Divorced () Separated (✓) Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Daughter	Jennifer Pomrenke	Apt 109 3902 Carrollwood Blwy Tampa FL 33624	Student
Son	Nicolas Pomrenke	PO Box 4814, Ft. Stewart Ga 31315	Army - enlisted
Daughter	Kassandra Pomrenke	20 9th Ave SE, Aberdeen, SD 57401	Student
Son	Antonio Pomrenke	2006 Ozark, HA Jonesboro AR 72404	Student

(a) Are any of the above to be connected with the operation of the outlet? NO

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

2006 Ozark Dr, #A Jonesboro AR 72404

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Hotel mgmt	O'Reilly Hospitality, Springfield, MO	Sept 2018 - Present
Contract Services	Solution Services, 717 Ashby St, Austin TX	Aug 2017 - June 2018
Hotel mgmt	Shelton Sioux Falls, 1211 N. West Sioux Falls	May 2016 - Aug 2017
Hotel mgmt	Crown Plaza, 3000 S. Dirksen, Springfield IL	Oct 2015 - May 2016
Business Development	Spectrum, 18225 US41, Lutz, FL 33549	Jan 2013 - Oct 2015

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.


 Applicant's Signature

STATE OF ARKANSAS

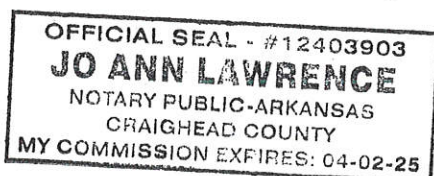
COUNTY OF Craighead

Kraig Pomrenke, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 6th day of February, 2019.

Jo Ann Lawrence
 Notary Public

My Commission Expires: 04-02-2025 :



ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Pomrenke** First: **Kraig** Middle: **Anthony**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: **ABC002582628**

Date: **10/31/2018** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Ariel Hooper On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 West 7th St Suite 503 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : Office

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Kraig Pomrenke

[Signature]
Signature - Full Name
2-25-19
Date

2006 Ozark Drive, Apt A
Home Address

Jonesboro AR 72404
City State Zip

2006 Ozark Drive, Apt A
Mailing Address

Jonesboro AR 72404
City State Zip

870-351-1165 870-619-4482
Contact Phone Business Phone

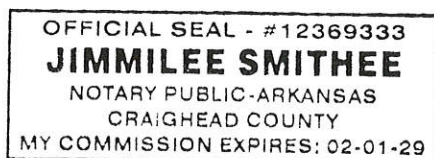
kraipomrenke@gmail.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019.

Jimmilee Smither

Notary Public

My Commission Expires: 2/1/29:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : Officer

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Susan Woodring

S B Joubert
Signature - Full Name

2/25/19
Date

350 Greene 7242 Road
Home Address

Paragonid AR 72450
City State Zip

350 Greene 7242 Road
Mailing Address

Paragonid AR 72450
City State Zip

501.472.5783 870.619.4482
Contact Phone Business Phone

Susan.Woodring@ohospitalitymanagement.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019.

Jimmie Smither
Notary Public

My Commission Expires: 2/1/29 :



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : Officer

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Kandi Baker

Kandi Baker

Signature - Full Name

2/25/19

Date

2509 Flattrack Trail

Home Address

Jonesboro

City

AR

State

72404

Zip

2509 Flattrack Trail

Mailing Address

Jonesboro

City

AR

State

72404

Zip

870.974.0345

Contact Phone

870.619.7482

Business Phone

kandi.baker@ohospitalitymanagement.com

Email Address

Subscribed and sworn to before me this 25th day of February, 2019

Jimmilee Smith

Notary Public

My Commission Expires: 2/1/29:



LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between Jonesboro Hotel Partners, LLC., 223 Red Wolf Blvd., **Jonesboro, AR, 72404** herein designated as Landlord, and **Kraig Pomrenke, President of 1108 Investments, INC., dba Embassy Suites of Jonesboro, Arkansas**, herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated does hereby lease, demise and let unto Tenant the following described space:

Approximately 82,670 square feet referred to as, 1108 Investments, Inc., 223 Red Wolf Blvd., Jonesboro, AR., 72404, dba Embassy Suites of Jonesboro, Arkansas (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND TO HOLD the same for a term of 60 months

Commencing on March 1, 2019 and Ending on March 1, 2024

By occupying the demised premises Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Landlord is able to tender the same, Landlord hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Landlord rent for said premises at the rates as follows:

Year one: \$413,350.00 monthly, \$ 4,960,200 per year.

Years two through five: \$4,960,200 per year.

One such monthly installment together with a security deposit equal to \$ shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a daily basis. All rent is due in the office of Landlord on or before the first day of each month. If any installment of rent is not received by Landlord by the fifth (5th) day of the month. Tenant agrees to pay Landlord in additional rent, a late charge of \$15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of

rent and any other damage, injury expense, or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Landlord transfers its interest in the demised premises during the lease term, Landlord shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. USE. The demised premises shall be used and occupied by Tenant as a full service restaurant. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the Building is located.

3. LANDLORD'S OBLIGATIONS. Landlord agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for general use of tenant of the Building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Landlord break down, or for any cause cease to function properly. Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. TENANT'S REPAIRS AND ALTERATIONS. Tenant will not in any manner deface, damage or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees and invitees. Tenant shall throughout the term of this lease take good care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Landlord. At the termination of this lease Tenant shall, if Landlord so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Landlord with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be removed if Landlord so elects. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. ASSIGNMENT AND SUBLETTING. Tenant will not assign this lease, or allow same to be assigned by operation of law or otherwise, or sublet the demised premises or any part thereof without the prior written consent of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Landlord shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Landlord shall not be liable for and Tenant will indemnify and save harmless Landlord from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the Building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the Building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other tenants or Landlord in the management of the Building. Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Landlord forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt. Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to

the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. TAXES ON TENANT'S PROPERTY. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. INCREASED EXPENSES. Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the Building or equipment, interest, or capital expenditures.

16. EVENTS OF DEFAULT. The following events shall be deemed to be events of default

- (a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- (e) A receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant
- (f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.
- (g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

17. REMEDIES. Upon the occurrence of any event of default specified in Paragraph 16 hereof, Landlord shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

- (a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without

being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Landlord while Tenant is in default are accepted with full reservation of all rights hereunder by Landlord

18. SURRENDER OF PREMISES. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Landlord.

19. ATTORNEY'S FEES. In case Landlord brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee.

20. RECEIPTS FROM ASSIGNEE OR SUBTENANT. The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

21. LANDLORD'S LIEN. Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses),

shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however, Landlord shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Landlord at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the Building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Landlord to do so. No provisions of this lease shall be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies carried on or in Connection with the demised premises or the Building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the Building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

WITNESS, the signature of the parties hereto in multiple copies, this the 27th day of February, AD 2019.


TENANT: **Kraig Pomrenke**

By:  _____

President, 1108 Investments, INC.

DBA, Embassy Suites of Jonesboro

LANDLORD: **Kraig Pomrenke**

By:  _____

Jonesboro Hotel Partners, LLC

Allen	Andrea	1300 S. Church Street, N-8	Jonesboro	AR	72401
Atkinson	Scott	603 Oak Hollow Lane	Jonesboro	AR	72401
Baker	Kandi	2509 Flatrock Trail	Jonesboro	AR	72401
Bartels	Tony and Martha	811 Windover Rd Suite A	Jonesboro	AR	72401
Bartels	Troy and Bridgette	807 Fairway Dr.	Jonesboro	AR	72401
Benton	Murray and Sarah	2204 Indian Trails	Jonesboro	AR	72401
Blackburn	Suzanne	1405 Elmwood Pl.	Jonesboro	AR	72401
Bowman	Derrick	621 CR 360	Jonesboro	AR	72401
Boyd	Coy Mac	4210 Woodcrest Drive	Jonesboro	AR	72401
Broadaway	Mary and Brad	9 Happy Go Lucky Lane	Paragould	AR	72450
Brown	Scott and Shelly	421 Huntcliff Drive	Jonesboro	AR	72401
Brown	Trent	5232 Providence Circle	Jonesboro	AR	72401
Brun	Lee	1809 Ellen Drive	Jonesboro	AR	72401
Busby	Bobbie	1000 West Mathews	Jonesboro	AR	72401
Carney	Adam	1006 Fernwood Drive	Jonesboro	AR	72401
Childs	Mike	1208 W. Country Club Terrace	Jonesboro	AR	72401
Chudy	Erika and Dustin	1210 East Country Club Terrace	Jonesboro	AR	72401
Clark	Bob	902 Valhalla Drive	Jonesboro	AR	72401
Clark	Brad	1308 Country Club Terrace	Jonesboro	AR	72401
Copenhaver	Harold and Kathleen	1902 Starling	Jonesboro	AR	72401
Covington	Tim	1112 Dove	Jonesboro	AR	72401
Cox	Stephen and Madeline	1203 Cardinal	Jonesboro	AR	72401
Crumbaugh	Dick and Nancy	1402 Fairway Drive	Jonesboro	AR	72401
DeLoache	Mike	514 W. Washington	Jonesboro	AR	72401
Ditta	Anthony and Ashley	2007 Crafts Drive	Jonesboro	AR	72401
Falls	Doug and Jackie	2604 Nix Lake Road	Jonesboro	AR	72401
Faught	Brad	1111 Robin Road	Jonesboro	AR	72401
Fleming	Tom	711 Arrowhead Dr.	Jonesboro	AR	72401
Fulkerson	Brian and Amy	1107 Dove	Jonesboro	AR	72401
Gairhan	Terry and Debbie	2015 Catherine Cove	Jonesboro	AR	72404
Gairhan	Zach	217 East St. # 108	Jonesboro	AR	72401
Garner	Matt and Susan	1206 South Main Street	Jonesboro	AR	72401
Goad	Bonnie	1309 Linden Avenue	Jonesboro	AR	72401
Goad	Bryce and Deon	236 S. Main	Jonesboro	AR	72401
Goad	Jim	100 East Huntington	Jonesboro	AR	72401
Hallum	Elaine	1304 Country Club Terrace	Jonesboro	AR	72401
Hanshaw	Hillary and Hunter	107 Melton Circle	Jonesboro	AR	72401
Harlan	Joe	2901 S. Culberhouse St.	Jonesboro	AR	72401
Hendrix	Keith	521 Southwest Dr., Suite B	Jonesboro	AR	72401
Herget	Ted and Amanda	230 S. Main	Jonesboro	AR	72401
Hesch	Marty	4208 Nobhill Circle	Jonesboro	AR	72404
Hinton	Hunter and Natalie	811 E. Lakeshore Drive	Jonesboro	AR	72401
Hoggard	Tim	1104 Cardinal Rd.	Jonesboro	AR	72401
House	Jade	501 W. Jefferson	Jonesboro	AR	72401
Hunter, Jr.	Scott	514 West Washington Ave.	Jonesboro	AR	72401
Hunter, Sr.	Scott	514 West Washington Ave.	Jonesboro	AR	72401
Hyneman	Hal	1003 Lakeshore Drive	Jonesboro	AR	72401
Hyneman	Brian	3501 Oakmont Drive	Jonesboro	AR	72404
Hyneman	Matt and Mary	1206 Thrush	Jonesboro	AR	72404
Hyneman	Hunter and Leah	1204 Dove	Jonesboro	AR	72404
Hurt	Jay and Fayeth	1200 Country Club Terrace	Jonesboro	AR	72401
Jackson	Lisa and Philip	906 Valhalla	Jonesboro	AR	72401
Jenkins	Bryan and Pam	924 Fairway Cove	Jonesboro	AR	72401
Johnson	Larry and Marie	100 Nettleton Avenue	Jonesboro	AR	72401
Jumper	G.J. and Allison	1206 West Country Club Terrace	Jonesboro	AR	72401
Killing	JoAnn	1506 Lamar Place	Jonesboro	AR	72401

King	Joel and Kim	1408 Fairway Circle	Jonesboro	AR	72401
Krennerich	George and Janie	2904 Covey	Jonesboro	AR	72404
Lacewell	Criss and Larry	1205 Robin Rd	Jonesboro	AR	72401
Langford	Troy	2500 Sunny Meadow Drive, #A	Jonesboro	AR	72404
Langford	Mike and Diane	2312 Ridge Pointe Dr.	Jonesboro	AR	72404
Lovett	Glenn	1603 Castle Drive	Jonesboro	AR	72401
Lutes	Chris and Julie	1100 Robin Road	Jonesboro	AR	72401
McDaniel	Amanda	2204 Rains Street	Jonesboro	AR	72401
McDaniel	Scott and Taura	2912 Clearwood Cv.	Jonesboro	AR	72404
Minchew	Linda	705 Steele	Jonesboro	AR	72401
Morgan	Jerry and Caroline	1108 Dove Road	Jonesboro	AR	72404
Morrison	Michael and Kimberly	1204 West Country Club Terrace	Jonesboro	AR	72401
Morrison	Matt and Allison	1201 Cardinal	Jonesboro	AR	72401
Niell	Chad	4200 Friendly Hope Road	Jonesboro	AR	72404
Olson	Josh and Amanda	1200 Cardinal	Jonesboro	AR	72401
Osment	Ray	1203 Robin Road	Jonesboro	AR	72401
Pardew	Tony and Jackie	1325 Nettleton Circle	Jonesboro	AR	72401
Pardew	Whitney	1507 E. Nettleton Avenue	Jonesboro	AR	72401
Pomrenke	Kraig	206 Ozark Apt. A	Jonesboro	AR	72404
Rankin	Matt and Jennifer	4014 RidgeCreek Cove	Jonesboro	AR	72404
Rankin	Tommy and Barbara	710 Buttry Drive	Jonesboro	AR	72401
Riddle	Danny	103 S. Oak #12	Brookland	AR	72417
Riddle	Madison	103 S. Oak #12	Brookland	AR	72417
Riddle	Taylor	5555 Macedonia Rd. F21	Jonesboro	AR	72401
Riley	Matt	222 Pekin, Apt E.	Jonesboro	AR	72401
Rogers	Blake	3508 Cedar Creek Cove	Jonesboro	AR	72404
Slayton	Joe	1900 Starling	Jonesboro	AR	72401
Smith	Brian and Candy	512 Melton Circle	Jonesboro	AR	72401
Smith	Benton and Alexis	325 Dunwoody	Jonesboro	AR	72404
Stanley	Bill and Mekelle	2300 Autumn Dr.	Jonesboro	AR	72404
Steed	Philip	3005 Pinewood Circle	Jonesboro	AR	72404
Taylor	Rob	1507 E. Nettleton Ave.	Jonesboro	AR	72401
Tedder	Lindsey	2203 Hazeltine Dr.	Jonesboro	AR	72404
Tricarico, Jr.	Steve	4205 Nobhill Circle	Jonesboro	AR	72404
Tricarico, Sr.	Steve	2115 Autumn Drive	Jonesboro	AR	72404
Tull	Tom	814 E. Lakeshore Cove	Jonesboro	AR	72401
Tyrer	Dean	2603 Browns Lane	Jonesboro	AR	72401
Webb	Mike and Amanda	1306 E. Country Club Terrace	Jonesboro	AR	72401
Wells	Robert and Hilary	1203 Dove	Jonesboro	AR	72401
Willett	Jason and LaWanda	1804 Starling	Jonesboro	AR	72401
Williams	Nick and Leslie	1105 Cardinal	Jonesboro	AR	72401
Woodard	Jared	2308 Autumn Drive	Jonesboro	AR	72404
Woodring	Susan	350 Greene Road 7242	Paragould	AR	72450
Young	Joe Clay and Pam	1107 Oak Meadow Blvd	Jonesboro	AR	72401
Young	Ryan	1309 E. Country Club Terrace	Jonesboro	AR	72401



Legislation Details (With Text)

File #:	ORD-19:016	Version:	1	Name:	APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR JLH HOLDINGS, DBA HOULIHAN'S OF JONESBORO
Type:	Ordinance	Status:			Second Reading
File created:	3/19/2019	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR JLH HOLDINGS, DBA HOULIHAN'S OF JONESBORO				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application.pdf Members.pdf				

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR JLH HOLDINGS, DBA HOULIHAN'S OF JONESBORO

WHEREAS, JLH Holdings, DBA Houlihan's of Jonesboro has applied for a private club permit to be located at 225 Red Wolf Blvd, Jonesboro, AR 72401; and

WHEREAS, JLH Holdings desires to receive approval for a private club to be located at 225 Red Wolf Blvd, Jonesboro, AR 72401; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

JLH Holdings DBA Houlihan's of Jonesboro's application for a private club permit is approved and JLH Holdings shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 225 Red Wolf Blvd, Jonesboro, AR 72401.



City of Jonesboro Private Club Review and Conditions Form

Date 3-7-19

Non-Profit Corp: LH Holding, dba, Houlihan's of Jonesboro

Address : 225 Red Wolf Blvd.

Applicant on Behalf of Club: Kraig Anthony Pomrenke _____

Home Address 2006 Ozark Dr. Apt. A. Jonesboro, AR. 72401

Business Name: Houlihan's Resturant _____

Business Address: 225 Red Wolf Blvd. Jonesboro, Ar. 72404

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No (see attache)
Has any member been convicted of a felony? Yes _____ No _____
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes _____ No _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police [Signature]

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-3
Approve? Yes X No _____ Signature Planning Director [Signature]

City Clerk:

Date received 3-19-19
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



APPLICATION FOR PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.** ✓
NOTE: FORMS MUST BE NOTARIZED.

**APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND
INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).** ✓

2. Application fee is \$250 and must be submitted with this application. ✓
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas. ✓
4. The following additional materials must be submitted with your application:
- a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member. ✓
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in favor of the non-profit corporation must be attached. ✓

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

JLH Holdings, dba Houlihan's
Non-Profit Corporation of Jonesboro FEIN # _____

APPLICANT ON BEHALF OF
CLUB

Kraig
First

Anthony
Middle

Pomrenke
Last

HOME ADDRESS

2006 Ozark Dr, Apt A Jonesboro AR 72404 Craighead
Street City Zip County

BUSINESS NAME

Houlihan's Restaurant

BUSINESS ADDRESS

225 Red Wolf Blvd Jonesboro AR 72404 Craighead
Street City Zip County

Does the club own the premises? No If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

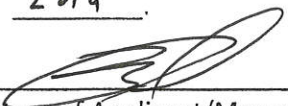
Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Kraig Pomrenke	President	2006 Ozark Dr, #A Jonesboro, AR 72404
Susan Woodring (Susan Woodring)	Secretary/Treasurer	350 Green 742 Rd. Paragould, AR 72450
Kandi Baker (Kandi Baker)	Vice President	1509 Flatrock Trail, Jonesboro AR 72404

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES ☒ NO If yes, please explain -

Signed this 6th day of February, 2019.

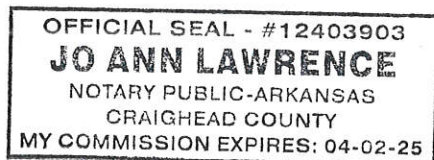

Signature of Applicant/Managing Agent

President
Official Title

Subscribed and sworn to before me this 6th day of February, 2019.

Jo Ann Lawrence
Notary Public

My Commission Expires: 04-02-2025:



SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Kraig Anthony Pomrenke Sex Date of Birth
2. Home Address 2006 Ozark Dr, HA Jonesboro AR 72404 Phone No. 870-381-1165
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. Green Card No.
5. Are you a resident of Craighead county? Yes
- If not, do you live within 35 miles of the premises to be permitted?
6. Have you ever been convicted of a felony? YES NO ✓ If so, give full information
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information.
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? YES NO ✓ If so, give full information
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
10. Have you applied and been refused a permit at the applied for location within the last 12 months?
If so, give full information NO
11. Marital Status: Single () Married () Divorced () Separated (✓) Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Daughter	Jennifer Pomrenke	#104 3902 Gesselmont Plk, Tampa, FL 33624	Student
Son	Nicholas Pomrenke	PO Box 4814, Ft. Stewart Ga 31315	US Army - on list
Daughter	Kassandra Pomrenke	20 9th Ave SE Aberdeen SD 57409	Student
Son	Antonio Pomrenke	2006 Ozark Dr, #A, Tomball TX 77309	Student

(a) Are any of the above to be connected with the operation of the outlet? NO

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

2006 Ozark Dr, #A Jonesboro AR 72404

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Hotel mgmt	O'Reilly Hospital, Springfield, MO	Sept 2018 - Present
Contract Services	Solico Services, 717 Ash by San Antonio TX	Aug 2017 - June 2018
Hotel mgmt	Sheraton Sioux Falls, 1211 N. West Sioux Falls	May 2016 - Aug 2017
Hotel mgmt	Crown Plaza, 3000 S. Dickson Springfield IL	Oct 2015 - May 2016
Business Development	Spectrum, 18228 US41, Lutz, FL 33549	Jan 2013 - Oct 2015

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.


Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Rraig Pomrenke, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 6th day of February, 2019.

Jo Ann Lawrence
Notary Public

My Commission Expires: 04-02-2025:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : Officer

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Kandi Baker

Kandi Baker

Signature - Full Name

2/25/19

Date

2509 Flatrock Trail

Home Address

Jonesboro

City

AR

State

72404

Zip

2509 Flatrock Trail

Mailing Address

Jonesboro

City

AR

State

72404

Zip

870.974.0345

Contact Phone

870.619.4482

Business Phone

Kandi.baker@hospitalitymanagement.com

Email Address

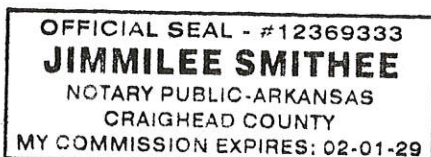
Subscribed and sworn to before me this 25th day of

February, 2019

Jimmilee Smith

Notary Public

My Commission Expires: 2/1/29:



AUTHORITY TO RELEASE INFORMATION

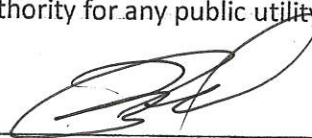
Application filled by Applicant -A, Stockholder/Partner - S : Office

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Kraig Pomrenke



Signature – Full Name

2-25-19

Date

2006 Ozark Dr. Apt A

Home Address

Jonesboro

AR

72404

City

State

Zip

2006 Ozark Dr. Apt A

Mailing Address

Jonesboro

AR

72404

City

State

Zip

870-351-1165

Contact Phone

870-619-4482

Business Phone

Kraigpomrenke@gmail.com

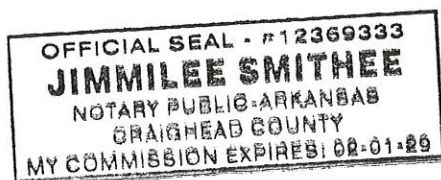
Email Address

Subscribed and sworn to before me this 25th day of February, 2019.

Jimmiee Smith

Notary Public

My Commission Expires: 2/1/29 :



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : Office

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Susan Woodring

Susan Woodring

Signature - Full Name

2/25/19
Date

350 Greene 7242 Road.
Home Address

Paragonia AR 72450
City State Zip

350 Greene 7242 Road
Mailing Address

Paragonia AR 72450
City State Zip

501.472.5483 870.619.4482
Contact Phone Business Phone

Susan.Woodring@ohospitalitymanagement.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019.
Jimmilee Smithee
Notary Public

My Commission Expires: 2/1/29:



ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Pomrenke** First: **Kraig** Middle: **Anthony**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: **ABC002582628**

Date: **10/31/2018** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Ariel Hooper On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 West 7th St Suite 503 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.



LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between Jonesboro Hotel Partners, LLC., 223 Red Wolf Blvd., **Jonesboro, AR, 72404** herein designated as Landlord, and **Kraig Pomrenke, President of JLH Holdings, INC., dba Houlihan's of Jonesboro, Arkansas**, herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated does hereby lease, demise and let unto Tenant the following described space:

Approximately 8300 square feet referred to as JLH Holdings, Inc., 225 Red Wolf Blvd., Jonesboro, AR., 72404, dba Houlihan's of Jonesboro, Arkansas (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND TO HOLD the same for a term of 60 months

Commencing on March 1, 2019 and Ending on March 1, 2024

By occupying the demised premises Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Landlord is able to tender the same, Landlord hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Landlord rent for said premises at the rates as follows:

Year one: \$8,300 monthly, \$99,600.00 per year.

Years two through five: \$99,600.00 per year.

One such monthly installment together with a security deposit equal to \$8,300.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a daily basis. All rent is due in the office of Landlord on or before the first day of each month. If any installment of rent is not received by Landlord by the fifth (5th) day of the month. Tenant agrees to pay Landlord in additional rent, a late charge of \$15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of

rent and any other damage, injury expense, or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Landlord transfers its interest in the demised premises during the lease term, Landlord shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. USE. The demised premises shall be used and occupied by Tenant as a full service restaurant. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the Building is located.

3. LANDLORD'S OBLIGATIONS. Landlord agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for general use of tenant of the Building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Landlord break down, or for any cause cease to function properly. Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. TENANT'S REPAIRS AND ALTERATIONS. Tenant will not in any manner deface, damage or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees and invitees. Tenant shall throughout the term of this lease take good care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Landlord. At the termination of this lease Tenant shall, if Landlord so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Landlord with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be removed if Landlord so elects. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. ASSIGNMENT AND SUBLETTING. Tenant will not assign this lease, or allow same to be assigned by operation of law or otherwise, or sublet the demised premises or any part thereof without the prior written consent of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Landlord shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Landlord shall not be liable for and Tenant will indemnify and save harmless Landlord from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the Building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the Building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Landlord forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt. Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to

the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the Building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

- (a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- (e) A receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant
- (f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.
- (g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Landlord shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

- (a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without

being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Landlord while Tenant is in default are accepted with full reservation of all rights hereunder by Landlord

18. SURRENDER OF PREMISES. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Landlord.

19. ATTORNEY'S FEES. In case Landlord brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee.

20. RECEIPTS FROM ASSIGNEE OR SUBTENANT. The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

21. LANDLORD'S LIEN. Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses),

shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however, Landlord shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Landlord at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the Building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Landlord to do so. No provisions of this lease shall be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies carried on or in Connection with the demised premises or the Building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the Building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

WITNESS, the signature of the parties hereto in multiple copies, this the 26th day of February, AD 2019.


TENANT: **Kraig Pomrenke**

By:  _____

President, JLH Holdings, INC.

DBA, Houlihan's of Jonesboro

LANDLORD: **Kraig Pomrenke**

By:  _____

Jonesboro Hotel Partners, LLC

Allen	Andrea	1300 S. Church Street, N-8	Jonesboro	AR	72401
Atkinson	Scott	603 Oak Hollow Lane	Jonesboro	AR	72401
Baker	Kandi	2509 Flatrock Trail	Jonesboro	AR	72401
Bartels	Tony and Martha	811 Windover Rd Suite A	Jonesboro	AR	72401
Bartels	Troy and Bridgette	807 Fairway Dr.	Jonesboro	AR	72401
Benton	Murray and Sarah	2204 Indian Trails	Jonesboro	AR	72401
Blackburn	Suzanne	1405 Elmwood Pl.	Jonesboro	AR	72401
Bowman	Derrick	621 CR 360	Jonesboro	AR	72401
Boyd	Coy Mac	4210 Woodcrest Drive	Jonesboro	AR	72401
Broadaway	Mary and Brad	9 Happy Go Lucky Lane	Paragould	AR	72450
Brown	Scott and Shelly	421 Huntcliff Drive	Jonesboro	AR	72401
Brown	Trent	5232 Providence Circle	Jonesboro	AR	72401
Brun	Lee	1809 Ellen Drive	Jonesboro	AR	72401
Busby	Bobbie	1000 West Mathews	Jonesboro	AR	72401
Carney	Adam	1006 Fernwood Drive	Jonesboro	AR	72401
Childs	Mike	1208 W. Country Club Terrace	Jonesboro	AR	72401
Chudy	Erika and Dustin	1210 East Country Club Terrace	Jonesboro	AR	72401
Clark	Bob	902 Valhalla Drive	Jonesboro	AR	72401
Clark	Brad	1308 Country Club Terrace	Jonesboro	AR	72401
Copenhaver	Harold and Kathleen	1902 Starling	Jonesboro	AR	72401
Covington	Tim	1112 Dove	Jonesboro	AR	72401
Cox	Stephen and Madeline	1203 Cardinal	Jonesboro	AR	72401
Crumbaugh	Dick and Nancy	1402 Fairway Drive	Jonesboro	AR	72401
DeLoache	Mike	514 W. Washington	Jonesboro	AR	72401
Ditta	Anthony and Ashley	2007 Crafts Drive	Jonesboro	AR	72401
Falls	Doug and Jackie	2604 Nix Lake Road	Jonesboro	AR	72401
Faught	Brad	1111 Robin Road	Jonesboro	AR	72401
Fleming	Tom	711 Arrowhead Dr.	Jonesboro	AR	72401
Fulkerson	Brian and Amy	1107 Dove	Jonesboro	AR	72401
Gairhan	Terry and Debbie	2015 Catherine Cove	Jonesboro	AR	72404
Gairhan	Zach	217 East St. # 108	Jonesboro	AR	72401
Garner	Matt and Susan	1206 South Main Street	Jonesboro	AR	72401
Goad	Bonnie	1309 Linden Avenue	Jonesboro	AR	72401
Goad	Bryce and Deon	236 S. Main	Jonesboro	AR	72401
Goad	Jim	100 East Huntington	Jonesboro	AR	72401
Hallum	Elaine	1304 Country Club Terrace	Jonesboro	AR	72401
Hanshaw	Hillary and Hunter	107 Melton Circle	Jonesboro	AR	72401
Harlan	Joe	2901 S. Culberhouse St.	Jonesboro	AR	72401
Hendrix	Keith	521 Southwest Dr., Suite B	Jonesboro	AR	72401
Herget	Ted and Amanda	230 S. Main	Jonesboro	AR	72401
Hesch	Marty	4208 Nobhill Circle	Jonesboro	AR	72404
Hinton	Hunter and Natalie	811 E. Lakeshore Drive	Jonesboro	AR	72401
Hoggard	Tim	1104 Cardinal Rd.	Jonesboro	AR	72401
House	Jade	501 W. Jefferson	Jonesboro	AR	72401
Hunter, Jr.	Scott	514 West Washington Ave.	Jonesboro	AR	72401
Hunter, Sr.	Scott	514 West Washington Ave.	Jonesboro	AR	72401
Hyneman	Hal	1003 Lakeshore Drive	Jonesboro	AR	72401
Hyneman	Brian	3501 Oakmont Drive	Jonesboro	AR	72404
Hyneman	Matt and Mary	1206 Thrush	Jonesboro	AR	72404
Hyneman	Hunter and Leah	1204 Dove	Jonesboro	AR	72404
Hurt	Jay and Fayeth	1200 Country Club Terrace	Jonesboro	AR	72401
Jackson	Lisa and Philip	906 Valhalla	Jonesboro	AR	72401
Jenkins	Bryan and Pam	924 Fairway Cove	Jonesboro	AR	72401
Johnson	Larry and Marie	100 Nettleton Avenue	Jonesboro	AR	72401
Jumper	G.J. and Allison	1206 West Country Club Terrace	Jonesboro	AR	72401
Killing	JoAnn	1506 Lamar Place	Jonesboro	AR	72401

King	Joel and Kim	1408 Fairway Circle	Jonesboro	AR	72401
Krennerich	George and Janie	2904 Covey	Jonesboro	AR	72404
Lacewell	Criss and Larry	1205 Robin Rd	Jonesboro	AR	72401
Langford	Troy	2500 Sunny Meadow Drive, #A	Jonesboro	AR	72404
Langford	Mike and Diane	2312 Ridge Pointe Dr.	Jonesboro	AR	72404
Lovett	Glenn	1603 Castle Drive	Jonesboro	AR	72401
Lutes	Chris and Julie	1100 Robin Road	Jonesboro	AR	72401
McDaniel	Amanda	2204 Rains Street	Jonesboro	AR	72401
McDaniel	Scott and Taura	2912 Clearwood Cv.	Jonesboro	AR	72404
Minchew	Linda	705 Steele	Jonesboro	AR	72401
Morgan	Jerry and Caroline	1108 Dove Road	Jonesboro	AR	72404
Morrison	Michael and Kimberly	1204 West Country Club Terrace	Jonesboro	AR	72401
Morrison	Matt and Allison	1201 Cardinal	Jonesboro	AR	72401
Niell	Chad	4200 Friendly Hope Road	Jonesboro	AR	72404
Olson	Josh and Amanda	1200 Cardinal	Jonesboro	AR	72401
Osment	Ray	1203 Robin Road	Jonesboro	AR	72401
Pardew	Tony and Jackie	1325 Nettleton Circle	Jonesboro	AR	72401
Pardew	Whitney	1507 E. Nettleton Avenue	Jonesboro	AR	72401
Pomrenke	Kraig	206 Ozark Apt. A	Jonesboro	AR	72404
Rankin	Matt and Jennifer	4014 RidgeCreek Cove	Jonesboro	AR	72404
Rankin	Tommy and Barbara	710 Buttry Drive	Jonesboro	AR	72401
Riddle	Danny	103 S. Oak #12	Brookland	AR	72417
Riddle	Madison	103 S. Oak #12	Brookland	AR	72417
Riddle	Taylor	5555 Macedonia Rd. F21	Jonesboro	AR	72401
Riley	Matt	222 Pekin, Apt E.	Jonesboro	AR	72401
Rogers	Blake	3508 Cedar Creek Cove	Jonesboro	AR	72404
Slayton	Joe	1900 Starling	Jonesboro	AR	72401
Smith	Brian and Candy	512 Melton Circle	Jonesboro	AR	72401
Smith	Benton and Alexis	325 Dunwoody	Jonesboro	AR	72404
Stanley	Bill and Mekelle	2300 Autumn Dr.	Jonesboro	AR	72404
Steed	Philip	3005 Pinewood Circle	Jonesboro	AR	72404
Taylor	Rob	1507 E. Nettleton Ave.	Jonesboro	AR	72401
Tedder	Lindsey	2203 Hazeltine Dr.	Jonesboro	AR	72404
Tricarico, Jr.	Steve	4205 Nobhill Circle	Jonesboro	AR	72404
Tricarico, Sr.	Steve	2115 Autumn Drive	Jonesboro	AR	72404
Tull	Tom	814 E. Lakeshore Cove	Jonesboro	AR	72401
Tyrer	Dean	2603 Browns Lane	Jonesboro	AR	72401
Webb	Mike and Amanda	1306 E. Country Club Terrace	Jonesboro	AR	72401
Wells	Robert and Hilary	1203 Dove	Jonesboro	AR	72401
Willett	Jason and LaWanda	1804 Starling	Jonesboro	AR	72401
Williams	Nick and Leslie	1105 Cardinal	Jonesboro	AR	72401
Woodard	Jared	2308 Autumn Drive	Jonesboro	AR	72404
Woodring	Susan	350 Greene Road 7242	Paragould	AR	72450
Young	Joe Clay and Pam	1107 Oak Meadow Blvd	Jonesboro	AR	72401
Young	Ryan	1309 E. Country Club Terrace	Jonesboro	AR	72401



Legislation Details (With Text)

File #:	ORD-19:017	Version:	1	Name:	REZONING REQUEST FROM I-1, LIMITED INDUSTRIAL USE TO C-1, DOWNTOWN CORE COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 304,310,312,316,318 CATE AVENUE AS REQUESTED BY INDIA OLSON OF EDG ON BEHALF OF TED HERGET OF MATH INVESTMENTS
Type:	Ordinance	Status:			Second Reading
File created:	3/20/2019	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, LIMITED INDUSTRIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 304,310,312,316,318 CATE AVENUE AS REQUESTED BY INDIA OLSON OF EDG ON BEHALF OF TED HERGET OF MATH INVESTMENTS				

Sponsors:

Indexes:

Code sections:

Attachments: [Staff Summary - Council -.pdf](#)
[18263 REZONING PLAT - ALL LAYERS.pdf](#)
[Application.pdf](#)
[Boundary Survey Plat.pdf](#)
[Boundary Survey.pdf](#)
[Rezoning Replat.pdf](#)
[Site Plan.pdf](#)
[Cate Street - Opposition 04022019.pdf](#)

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, LIMITED INDUSTRIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 304,310,312,316,318 CATE AVENUE AS REQUESTED BY INDIA OLSON OF EDG ON BEHALF OF TED HERGET OF MATH INVESTMENTS

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

BE IT ORDAINED by the City Council in the City of Jonesboro, Arkansas:

SECTION 1:

Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission ("MAPC") by the changes in zoning classification as follows:

FROM: I-1 - Limited industrial district

TO: C-1 - Downtown core district, limited use overlay

For the following described property:

LEGAL DESCRIPTION:

TRACT A:

LOTS 2, 3, 4, 5, 6, AND 7, BLOCK 1 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

TRACT B:

LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 2 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

SECTION 2:

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3:

The rezoning of this property shall adhere to the following conditions:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.

City of Jonesboro City Council
Staff Report – RZ 19-03: 304 – 318 Cate Avenue
Municipal Center - 300 S. Church St.
For Consideration by the City Council on April 2, 2019

REQUEST: To consider a rezoning of one tract of land containing .96 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from “I-1” Limited Industrial District to “C-1” Downtown Core District Limited Use Overlay.

APPLICANTS/OWNER: Math Investments, 311 S. Allis, Jonesboro, AR 72401
Ted Herget

LOCATION: 304 thru 318 Cate Avenue, Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx. .96 Acres
Street Frontage: 200’ along Cate Avenue
Topography: Predominately Flat
Existing Development: Lots are empty

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-1 Limited Industrial District / Railroad
South	C-1 Residential Apartments
East	I-1 Limited Industrial District / Commercial Building
West	C-1/ Residential Apartments / Parking Lot / Buildings

HISTORY: Old buildings have been torn down.

ZONING ANALYSIS

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as Medical Center Cluster / Moderate Intensity Growth Sector. Moderate Intensity has a wider mix of land uses. Good Building Design, use of quality construction materials, and more abundant landscaping are important considerations in

what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc., may be appropriate. The proposed rezoning is consistent with the adopted Land Use Plan for the proposed zoning.

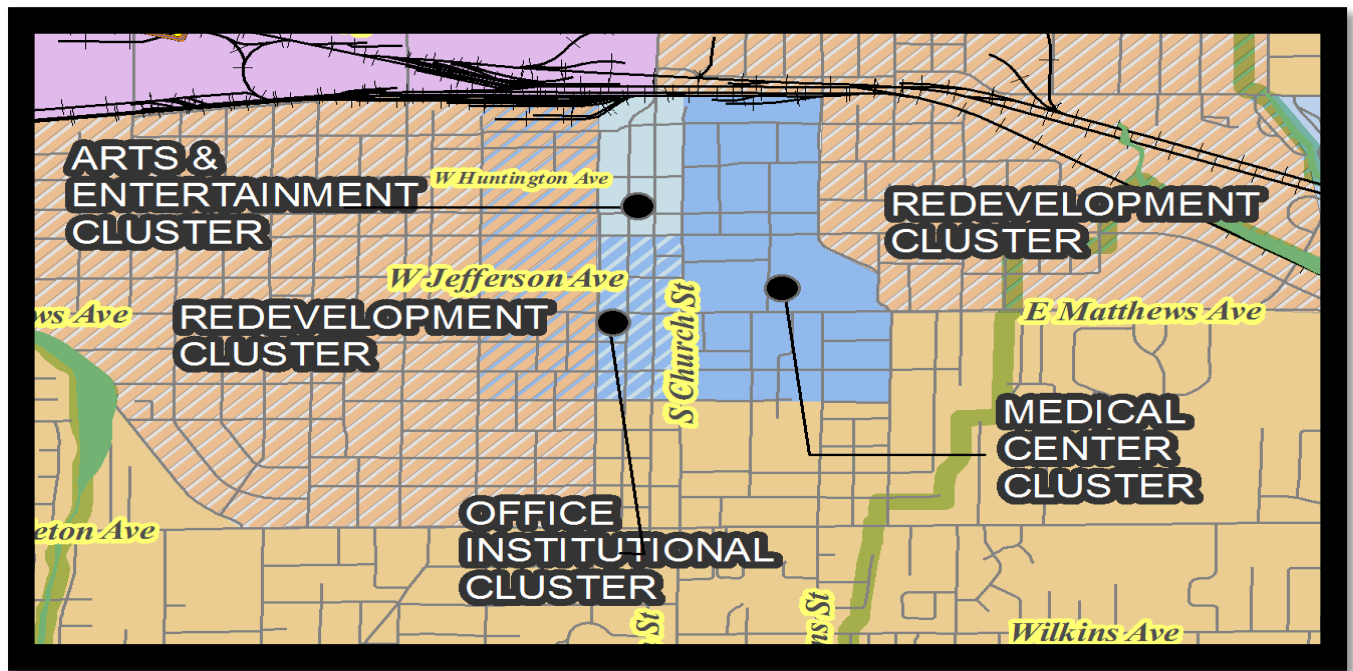
MODERATE INTENSITY RECOMMENDED USE TYPES INCLUDE:

- Mix of Single Family, Duplexes, Triplexes and Fourplexes
- Neighborhood Retail and Service
- Office Parks
- Smaller Medical Offices
- Libraries, schools, other public facilities
- Senior Living Centers / Nursing Homes
- Community-Serving Retail
- Small Supermarket
- Convenience Store
- Bank
- Barber/Beauty Shop
- Farmers Market
- Pocket Park

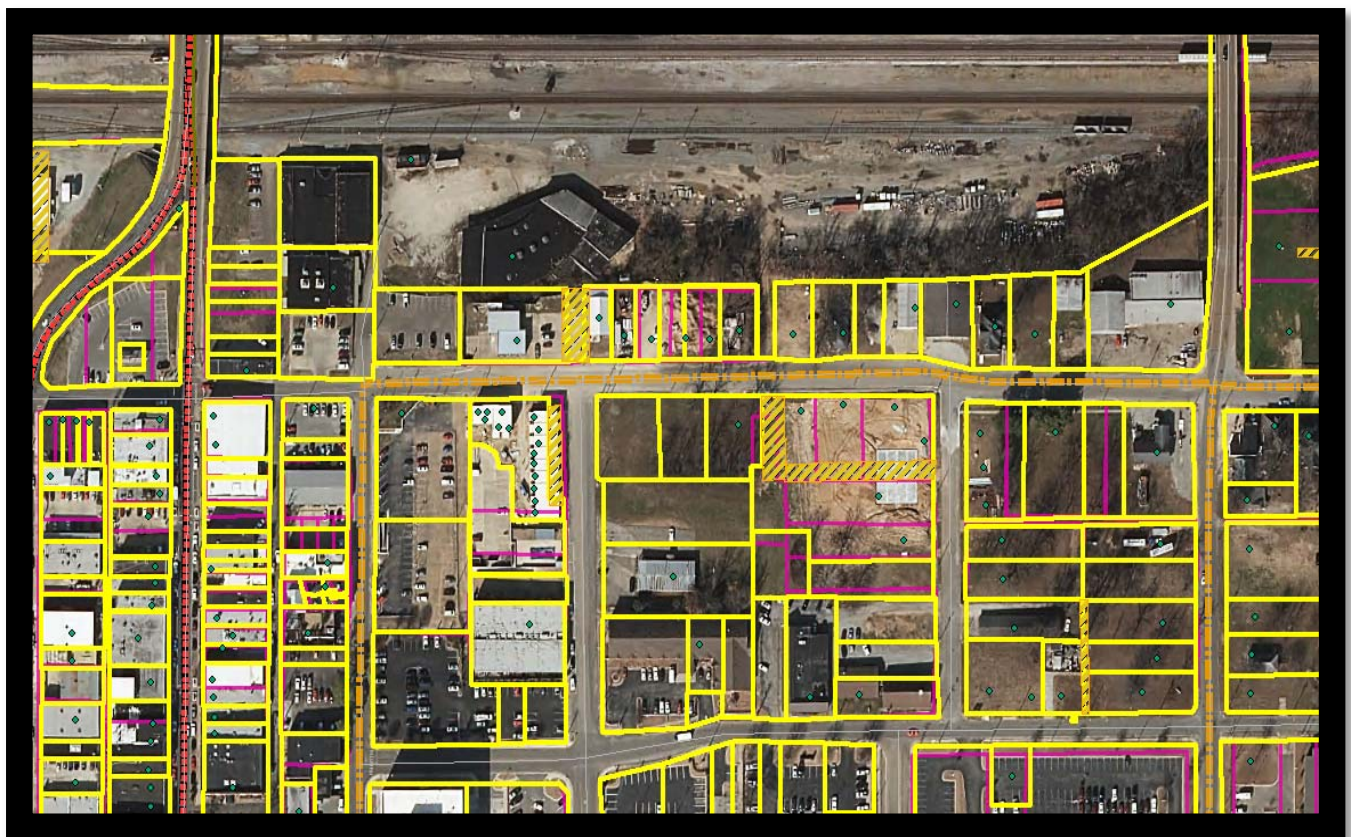
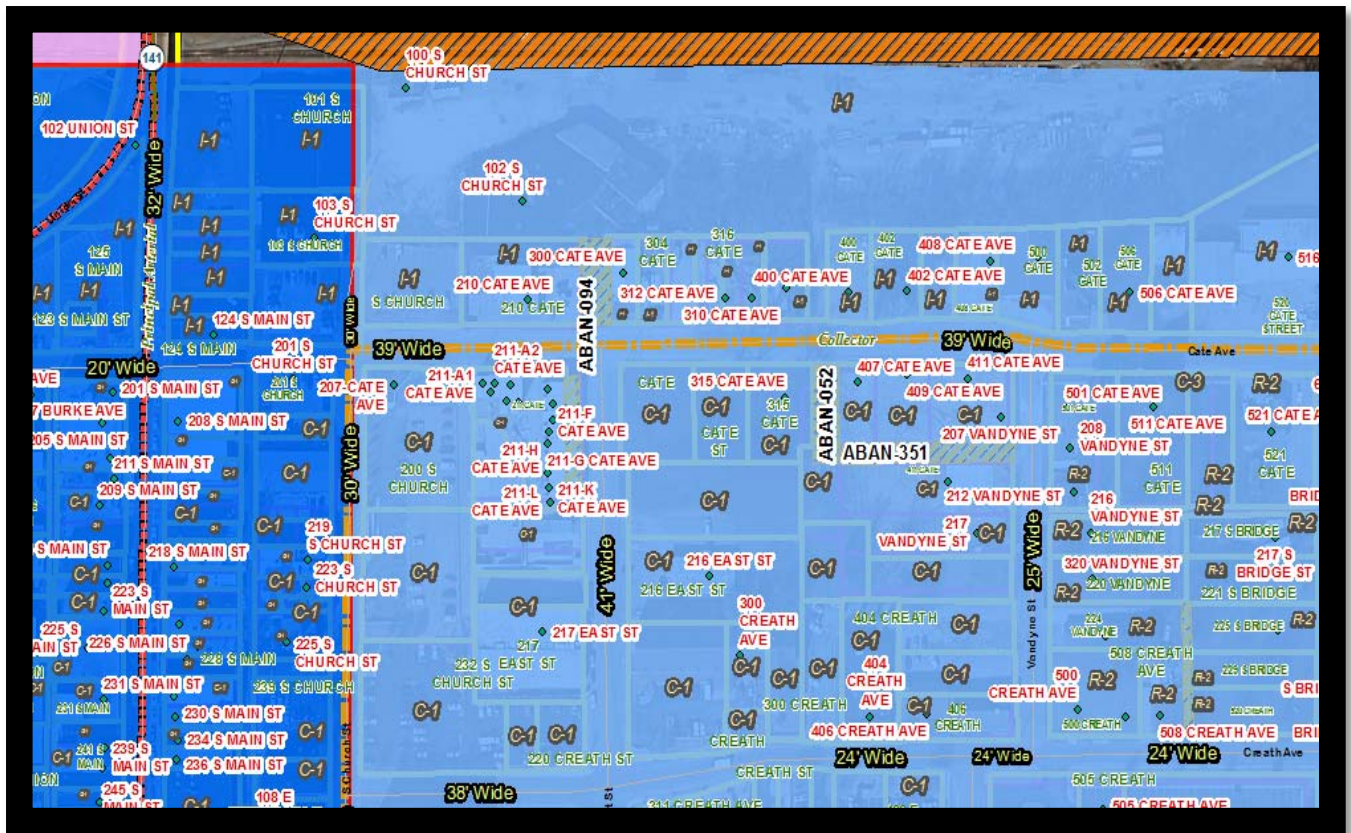
The Medical Center Cluster promotes links between the Medical Center and the other clusters within Downtown, as well as the Arkansas State University Campus.

MASTER STREET PLAN/TRANSPORTATION

The subject site is served by Cate Street, which on the Master Street Plan are defined as Collector Street. The street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment as noted on the plat.









Adopted Land Use Map



Aerial/Zoning Map

APPROVAL CRITERIA- CHAPTER 117 - AMENDMENTS

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed C-1 Downtown District Limited Use Overlay rezoning is consistent with the Future Land Use Plan, which was categorized as Medical Center Cluster / Moderate Intensity Growth Sector. The Property would be developed into Loft Apartments with Commercial and Residential on the bottom.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all C-1 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This is adjacent to Medical - the medical core and the proposed uses would complement said district as noted.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	Conventional zoning restraints does not support innovative design ideas for clustering housing in an urban fashion, with reduced front setback and zero lot line parameters. This would have to go to C-1, because I-1 does not allow housing.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	The proposed uses are said to compliment and increase curb appeal to the area. No detrimental or adverse impacts are predicted. The elements will be taken care of thru the development site plan with the appropriate departments.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned due to the fact that businesses and residential currently exist in the area. The elements will be taken care of thru the development site plan with the appropriate departments.	

STAFF FINDINGS

Applicant's Purpose

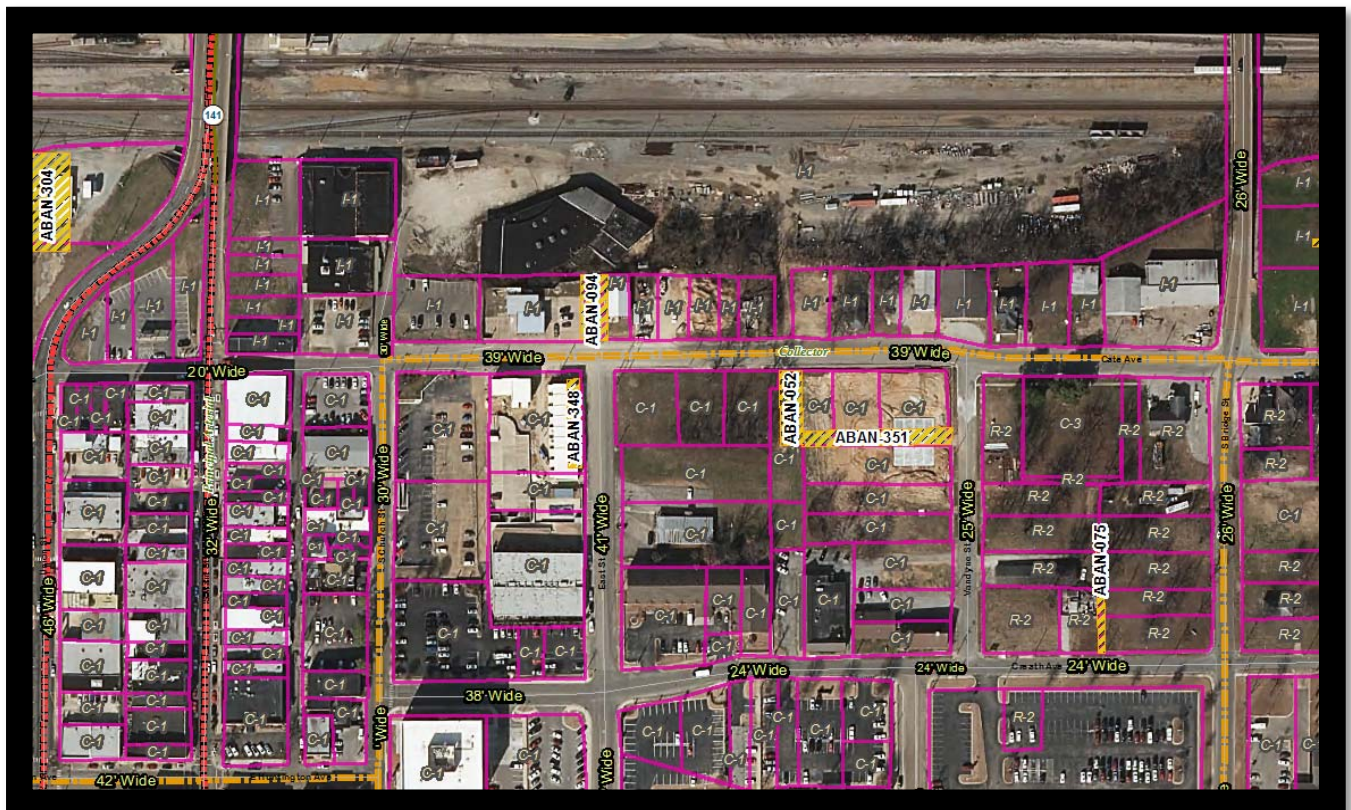
The applicants hope to consolidate all of the subject property and generate a suitable size area for a mixed housing development, which would situate residential loft apartment's dwellings within the development. This theme will be carried throughout as the developers strive to create a living environment that would increase the appeal of the area for professional and developing community. This development would consist of Loft Apartments with Commercial and Residential mixture on the bottom floor that would be implemented in this area.

Staff has had an opportunity to speak with the development group, such as development has received much success in Northwest Arkansas, and will set the mark of how this area could be a Jonesboro asset if implemented smartly.

The property is shown as a redevelopment area on the Land Use Plan. The C-1 Rezoning will be the most appropriated zoning designation until we come up with a downtown overlay designation.

Chapter 117 of the City Code of Ordinances/Zoning defines C-1/Downtown Core District as follows:

Definition: C-1, downtown core commercial district. This district is characterized by concentrated development of permitted uses, including office and institutional, service, convenience and specialty retail, entertainment and housing. Redevelopment of the area is contemplated, with emphasis on an art and entertainment cluster. Accordingly, it is anticipated that one or more overlay or other special districts will be established to help foster transformation of the area.



View of Larger Area Showing Current Zoning

DEPARTMENTAL/AGENCY REVIEWS:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

ZONING CODE ALLOWABLE USES:

Below is the Table of Permitted Uses regarding the requested C-1, Downtown Core District. Certain commercial uses are permitted as of right - "P", while others require a Conditional Use - "C" approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117.

Uses	C-1	Uses	C-1
Bed and Breakfast	P	Utility, minor	P
Hospital	P	Vehicle repair, limited	C
Auditorium or stadium	C	Vocational school	P
Automated teller machine	P	Agriculture, farmers market	P
Bank or financial institution	P	Sign, off-premises*	C
Cemetery	P	Retail/service	P
Church	C	Safety services	P
College or university	P	School, elementary, middle and high	P
Communication tower	C	Service station	C
Funeral Home	C	Museum	P
Convenience store	C	Office, general	P
Day care, limited (family home)	P	Parking lot, commercial	P
Day care, general	C	Parks and recreation	P
Golf Course	P	Nursing Home	C
Government service	P	Post office	P
Hotel/Motel	P	Recreation/entertainment, indoor	P
Library	P	Carwash	C
Medical service/office	P	Restaurant, fast-food	C
		Restaurant, general	P

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON MARCH 12, 2019

Ted Herget of Math Investments is requesting MAPC Approval for a rezoning from I-1 Limited Industrial District to C-1 Downtown Core Commercial District for 2.00 acres +/- of land located at 304, 310, 312, 316, 318 Cate Avenue.

APPLICANT: Ted Herget stated that please said he wants to build 17 apartments and commercial spaces on the east side of that tract and on the west side an outdoor Resturant later this fall. Just trying to fit the zoning to meet your needs.

STAFF: Derrel Smith, Director of Planning stated that it meets five of the six guidelines for approval except d which is the one with suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment. It meets all of that with a Limited Use Overlay and it shows what is allowed under the table on the Staff Summary with the permitted use and the conditional use that they are asking for. With that said, we would recommend approval with the following stipulations:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of the property that pertains to the Zoning and compliance with the Ordinances and Development.
5. The Limited Use Overlay on this would allow Residential Apartments on the 1st floor along with the Commercial area.

PUBLIC COMMENTS: Petro Stevenson stated he owned some property on the corner of Bridge and Cate and also a friend of mine has some residential property in that area, there was mention of a Resturant will be located on the property. Also, will they be seeking to serve alcohol on that location and that is kind of our concern.

APPLICANT: Ted Herget stated that all he is trying to do is get the apartments built. As far as the Resturant that is down the road and that would be another if, we go for the liquor license that would be another.

CHAIR: Lonnie Roberts stated we would cover that when we do a site plan.

APPLICANT: Ted Herget stated that is not our plan at the moment.

BOARD: Mr. Lonnie Roberts asked if there are any more public comments.

NO MORE PUBLIC COMMENT.

COMMISSION ACTION:

Mr. Dennis Zolper made a motion to approve Case: RZ: 19-03, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Commission approval in the future.

4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of the property that pertains to the Zoning and compliance with the Ordinances and Development.

5. The Limited Use Overlay on this would allow Residential Apartments on the 1st floor along with the Commercial area.

The MAPC find to rezone property from “I-1” Limited Industrial District to a “C-1” Downtown Core Commercial District Limited Use Overlay for the 2.00 +/- acres of land. Motion was seconded by Mr. Jerry Reece.

Roll Call Vote: 7-0, Aye’s: Jim Scurlock,; Mary Margaret Jackson; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Dennis Zolper

Absent: David Handwork

CONCLUSION:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 19-03, a request to rezone property from “I-1” Limited Industrial District to “C-1”, Downtown Core District Limited Use Overlay, Mixed Residential Use subject to the following:

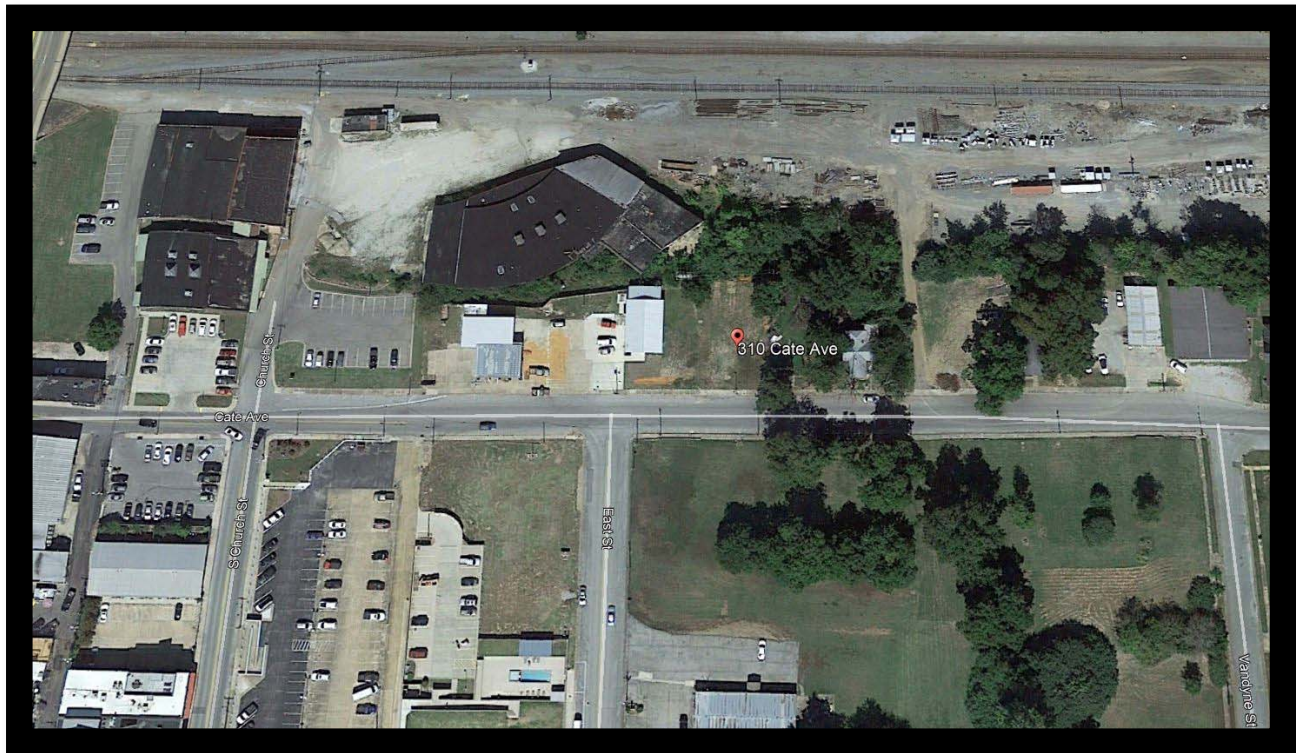
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of the property that pertains to the Zoning and compliance with the Ordinances and Development.
5. The Limited Use Overlay on this would allow Residential Apartments on the 1st floor of the Apartments along with the Commercial.

Respectfully Submitted for City Council Consideration,
The Planning Staff

Sample Motion:

I move that we place Case: RZ-19-03 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “I-1” Limited Industrial District to “C-1”, Downtown Core District Limited Use Overlay, Mixed Residential Use will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the Planning Staff in the future.

Pictures of Area











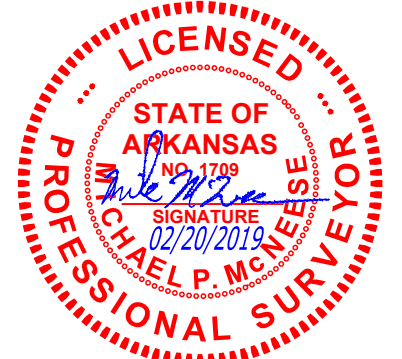


REZONING PLAT
CLIENT: EDG
LOTS 2-7, BLOCK AND LOTS 1-6, BLOCK 2, HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS

RIDGE SURVEYING
& CONSULTING PLLC

11 S. Church St., Suite H
Conesboro, AR 72401
870-203-9940
www.ridgesurveying.net

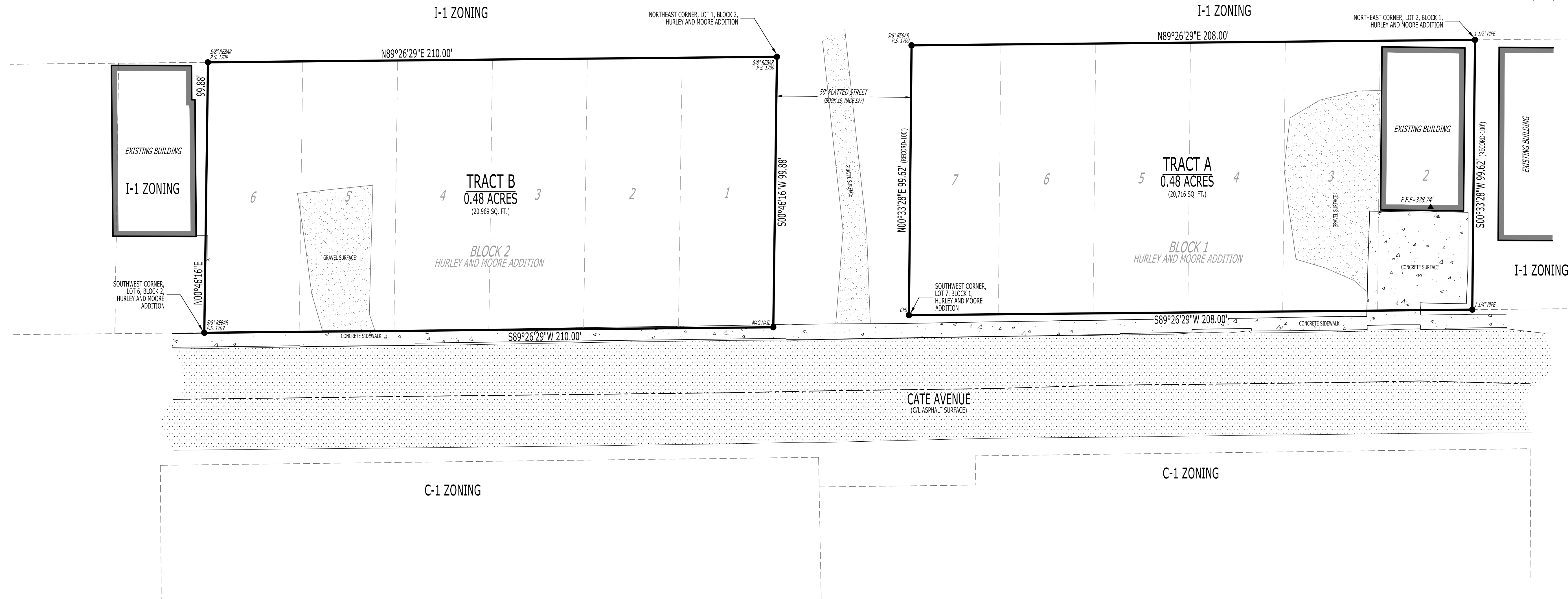
DRAWING INFO			REVISIONS	
DRAWN BY:	MPM	DATE	BY	DESCRIPTION
DATE:	02/20/2019			
SCALE:	1" = 20'			
BB NO:	18263-REZONE			

BRIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

MICHAEL P. MCNEESE - SURVEYOR
ARKANSAS - P.S. 1709

500-14N-04E-0-18-240-16-1709

VICINITY MAP
(N.T.S)



- FOUND MONUMENT (AS NOTED)
- SITE BENCHMARK
- ⊕ CONTROL POINT
- UTILITY POLE
- LIGHT POLE
- ↗ GUY WIRE
- ⊠ WATER METER
- ⊡ VALVE
- ⊙ FIRE HYDRANT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM DRAIN MANHOLE
- ⊠ GAS METER
- ⊙ STEEL BOLLARD
- ⊠ SIGN (AS NOTED)
- ⊠ TREE (AS NOTED)
- ⊙ COTTON PICKER SPINDLE
- BOUNDARY LINE
- OVERHEAD ELECTRIC LINE
- WATER LINE
- SANITARY SEWER LINE
- OVERHEAD TELECOMMUNICATION LINE

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
3. CONTROL POINTS:
 - A. N - 551726.84, E - 1696836.89
 - B. N - 551726.83, E - 1697070.26
 - C. N - 551685.53, E - 1697321.65
4. VERTICAL DATUM: NAVD 88
5. THE SITE BENCHMARK IS A CHISELED SQUARE (ELEVATION 318.46), IN THE NORTHWEST CORNER OF AN EXISTING STORM DRAINAGE BOX TOP, LOCATED SOUTH OF CATE AVENUE, AS SHOWN ON THE PLAT HEREON.
6. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - RECORD PLAT, BROOKFIELDS FIRST ADDITION, RECORDED IN BOOK 13, PAGE 101, DATED APRIL 12, 1893.
 - RECORD PLAT, HURLEY AND MOORE ADDITION, RECORDED IN BOOK 15, PAGE 527, DATED NOVEMBER 13, 1896.
 - BOUNDARY SURVEY, BY TROY L. SHEETS, P.S. 596RECORDED IN BOOK C, PAGE 06, DATED JANUARY 04, 1974.
 - BOUNDARY SURVEY, BY MICHAEL A. DANIELS, P.S. 1563, SLS DOCUMENT NO. 201005070004, DATED SEPTEMBER 24, 2009.
7. THE UTILITIES SHOWN HAVE BEEN LOCATED BY FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. RIDGE SURVEYING & CONSULTING, PLLC. MAKE NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO VERIFY ANY AND ALL PRIOR TO ANY CONSTRUCTION.
8. SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0043C, EFFECTIVE DATE SEPTEMBER 27, 1991.

TRACT A:
LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

TRACT B:
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 2 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

I, MICHAEL P. MCNEESE, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.





METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Application for a Zoning Ordinance Map Amendment

Date Received: 2/4/19
Case Number: RZ19-03

LOCATION:

Site Address: 304 CATE AVE - 318 CATE AVE.

Side of Street: N between 300 CATE AVE. and 400 CATE AVE.

Quarter: _____ Section: _____ Township: _____ Range: _____

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: I-1 Proposed Zoning: C-1

Size of site (square feet and acres): 20,000 ft Street frontage (feet): 200

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: _____

Does public water serve the site? Y _____

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Y _____

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Railroad

South Vacant

East Vacant

West Imaging Company

Physical characteristics of the site: undeveloped lot

Characteristics of the neighborhood: Downtown Fringe / Re-development

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it? I-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? Commercial / Loft Apartments
- (3). If rezoned, how would the property be developed and used? 11
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? 17 Residential / 4000ft Commercial
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan? Yes
- (6). How would the proposed rezoning be the public interest and benefit the community? Re-development area
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Aligns w/ Master Plan
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? No
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant? 5-10+ years
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? Compliment
- (12). If the rezoning is approved, when would development or redevelopment begin? ASAP
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: _____

Address: _____

City, State: _____

Telephone: _____

Facsimile: _____

Signature: _____

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: _____

Address: _____

City, State: _____

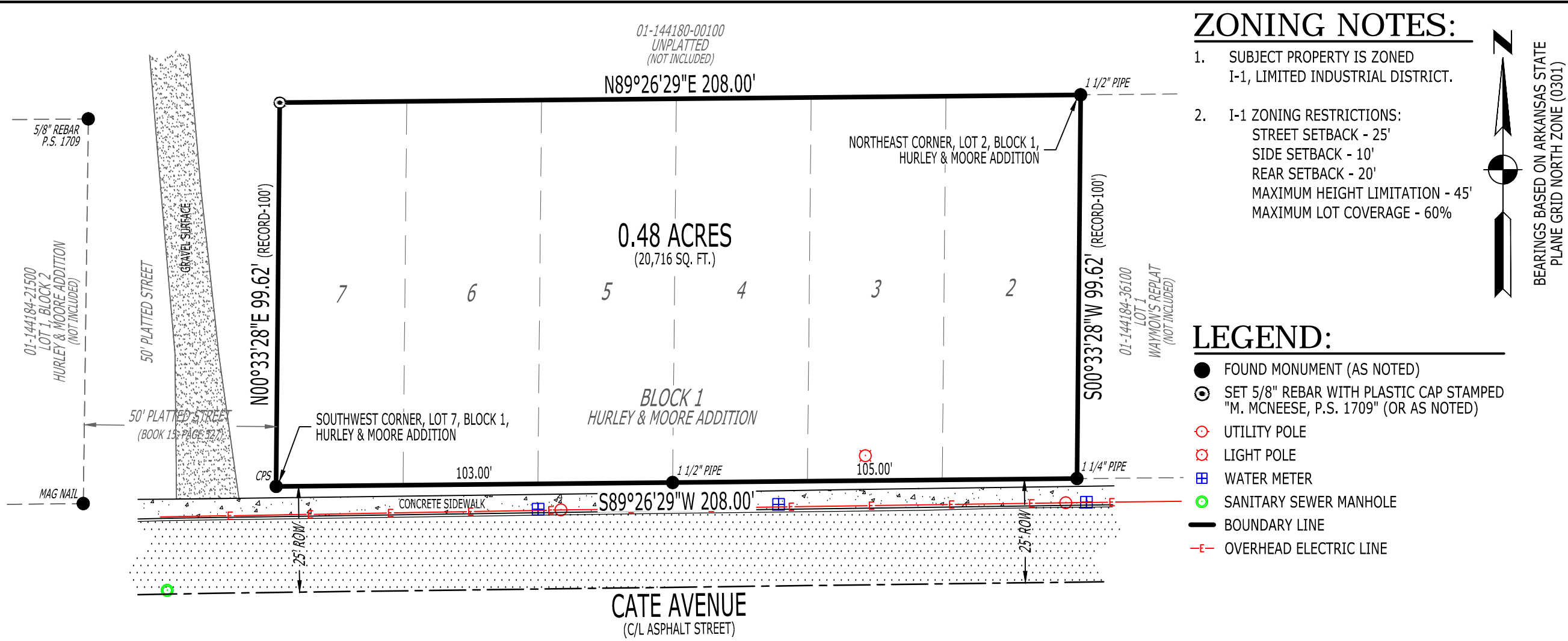
Telephone: _____

Facsimile: _____

Signature: _____

Deed: Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

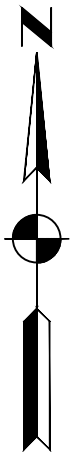


ZONING NOTES:

- SUBJECT PROPERTY IS ZONED
I-1, LIMITED INDUSTRIAL DISTRICT.
- I-1 ZONING RESTRICTIONS:
STREET SETBACK - 25'
SIDE SETBACK - 10'
REAR SETBACK - 20'
MAXIMUM HEIGHT LIMITATION - 45'
MAXIMUM LOT COVERAGE - 60%

LEGEND:

- FOUND MONUMENT (AS NOTED)
- ⊙ SET 5/8" REBAR WITH PLASTIC CAP STAMPED
"M. MCNEESE, P.S. 1709" (OR AS NOTED)
- UTILITY POLE
- LIGHT POLE
- ⊠ WATER METER
- SANITARY SEWER MANHOLE
- BOUNDARY LINE
- E- OVERHEAD ELECTRIC LINE



BEARINGS BASED ON ARKANSAS STATE
PLANE GRID NORTH ZONE (0301)

RIDGE SURVEYING & CONSULTING, PLLC.

311 South Church St.,
Suite H
Jonesboro, AR 72401
870-203-9940
www.ridgesurveying.net

BOUNDARY SURVEY
CLIENT: MATH INVESTMENTS, LLC
LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1
OF HURLEY AND MOORE ADDITION
TO THE CITY OF JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS



DRAWING INFO

DRAWN BY: JJN	SCALE: 1" = 30'
DATE: 06 / 19 / 2018	JOB NO: 18216

REVISIONS

500-14N-04E-0-18-240-16-1709

SURVEYOR'S NOTES:

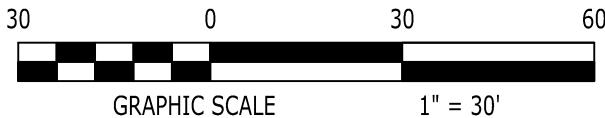
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
- THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - RECORD PLAT, HURLEY AND MOORE ADDITION, RECORDED IN BOOK 15, PAGE 527, DATED NOVEMBER 13, 1896.
 - RECORD REPLAT, WAYMON'S REPLAT, BY ROBERT W. NEWELL, P.S. 23, RECORDED IN BOOK B, PAGE 77, DATED JUNE 05, 1991.
 - WARRANTY DEED, GRIFFITH TO GWJC PROPERTIES, LLC, CRAIGHEAD COUNTY DOCUMENT NO. 2018R-003715, DATED FEBRUARY 23, 2018.
- THE SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0043C, EFFECTIVE DATE SEPTEMBER 27, 1991.
- FIELD WORK WAS COMPLETED ON JUNE 15, 2018.

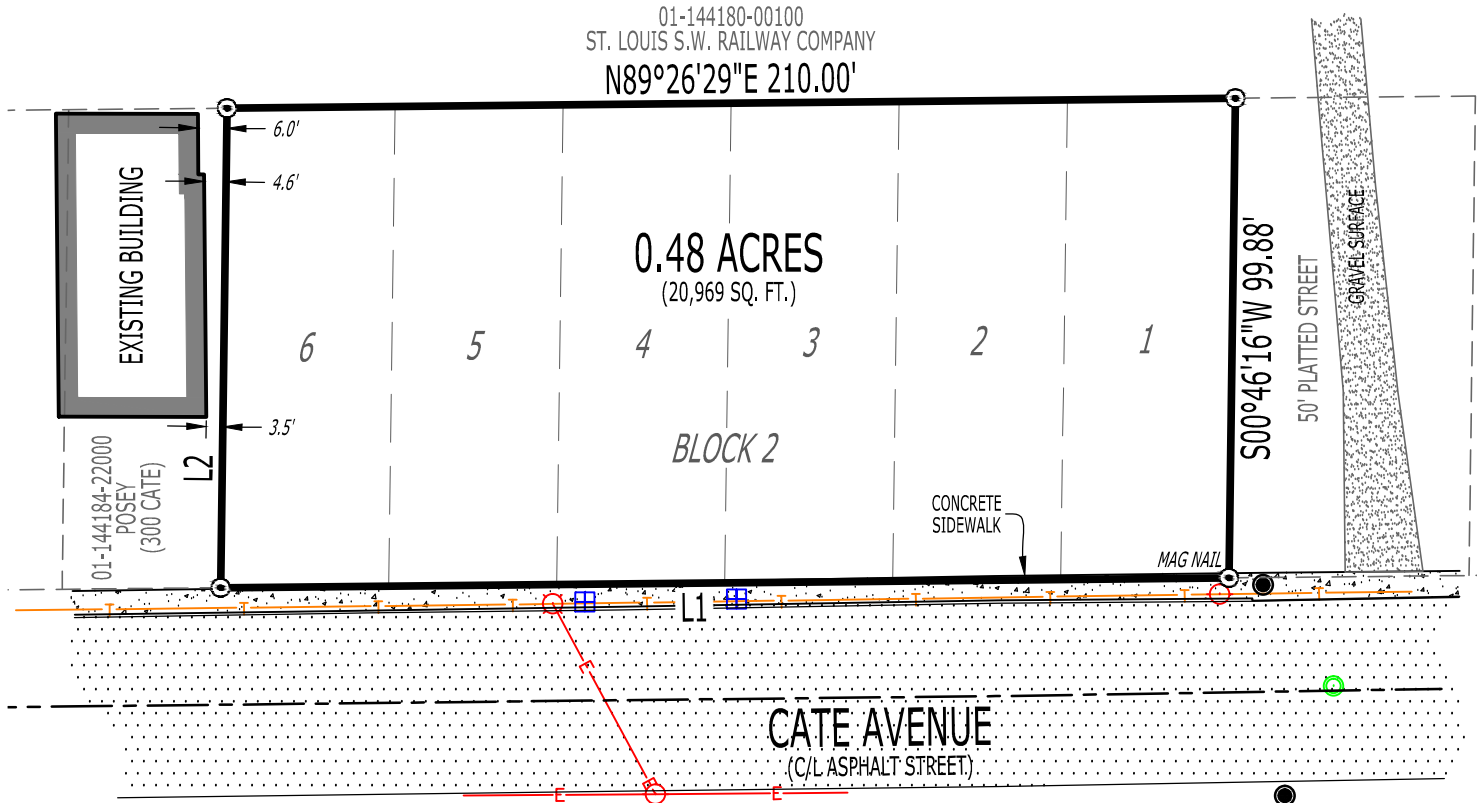
LEGAL DESCRIPTION:

LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

SURVEYOR'S CERTIFICATION:

I, MICHAEL P. MCNEESE, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACTS WERE SURVEYED UNDER MY DIRECT SUPERVISION.





SURVEYOR'S NOTES:

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- SUBJECT PROPERTY IS ZONED I-1, LIMITED INDUSTRIAL DISTRICT.
- I-1 ZONING REQUIREMENTS:
 - STREET SETBACK - 25'
 - REAR SETBACK - 20'
 - SIDE SETBACK - 10'
 - HEIGHT RESTRICTION - 45'
 - MAXIMUM LOT COVERAGE - 60%

- FIELD WORK WAS COMPLETED ON OCTOBER 11, 2016.

LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	S89°26'29"W	210.00'
L2	N00°46'16"E	99.88'

LEGEND:

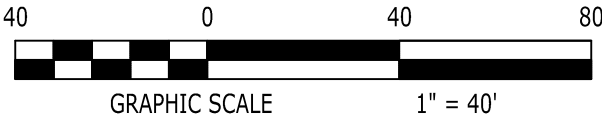
- SET 5/8" REBAR W/ PINK PLASTIC CAP
STAMPED "MCNEESE P.S. 1709"
(OR AS NOTED)
- UTILITY POLE
- LIGHT POLE
- WATER METER
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- BOUNDARY LINE
- OVERHEAD ELECTRIC LINE
- OVERHEAD TELECOMMUNICATIONS LINE

LEGAL DESCRIPTION (AS-SURVEYED):

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 2, HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF RECORD IN DEED RECORD 15, PAGE 527 AT JONESBORO, ARKANSAS.

SURVEYOR'S CERTIFICATION:

I, MICHAEL P. MCNEESE, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.



RIDGE SURVEYING & CONSULTING, PLLC.

311 South Church St.,
Suite H
Jonesboro, AR 72401

870-203-9940
www.ridgesurveying.net

BOUNDARY SURVEY
CLIENT: MATH INVESTMENTS, LLC
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 2,
HURLEY AND MOORE ADDITION
TO THE CITY OF JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS

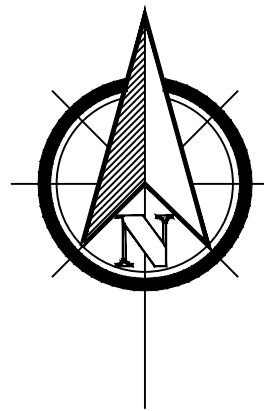


DRAWING INFO

DRAWN BY: JJN	SCALE: 1" = 40'
DATE: 10 / 20 / 2016	JOB NO: 16266

REVISIONS

500-14N-04E-0-18-240-16-1709



BEARINGS BASED ON ARKANSAS STATE
PLANE GRID NORTH ZONE (0301)

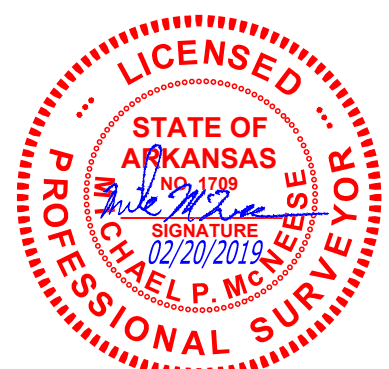
REZONING PLAT
CLIENT: EDG
LOTS 2-7, BLOCK AND LOTS 1-6, BLOCK 2, HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS

**RIDGE SURVEYING
& CONSULTING PLLC**

311 S. Church St., Suite H Jonesboro, AR 72401	870-202-9940 www.ridgesurveying.net
DRAWING INFO	
DRAWN BY:	DATE:
MPM	02/20/2019
REVISIONS	BY
DATE	DESCRIPTION
1"	20'
1888-REZONE	

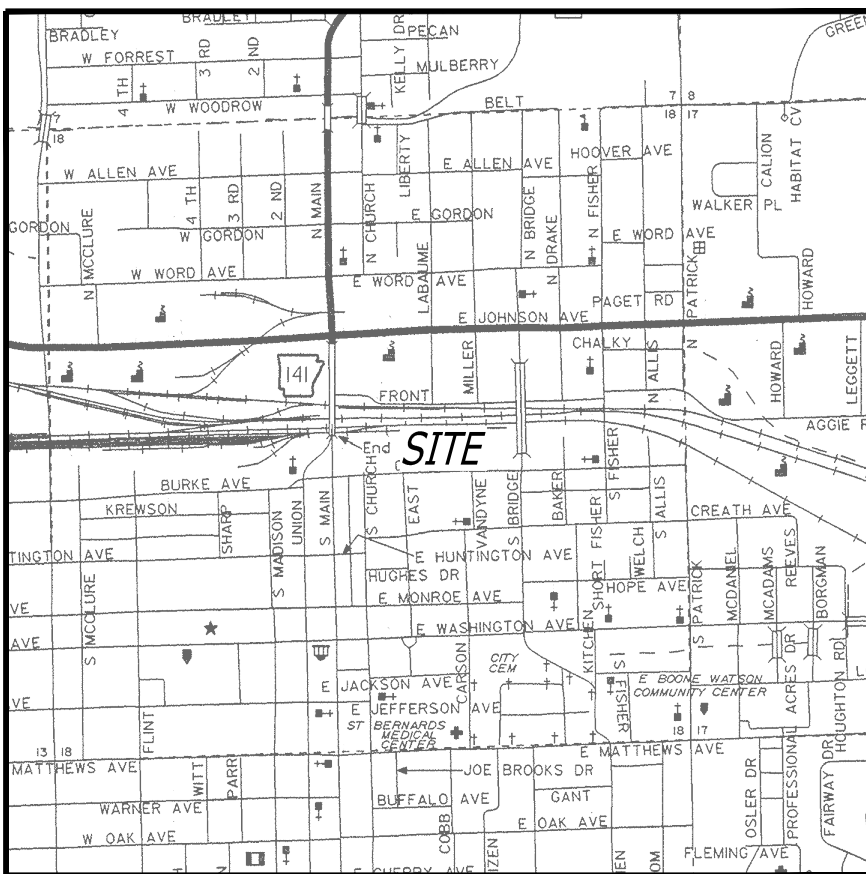


RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946



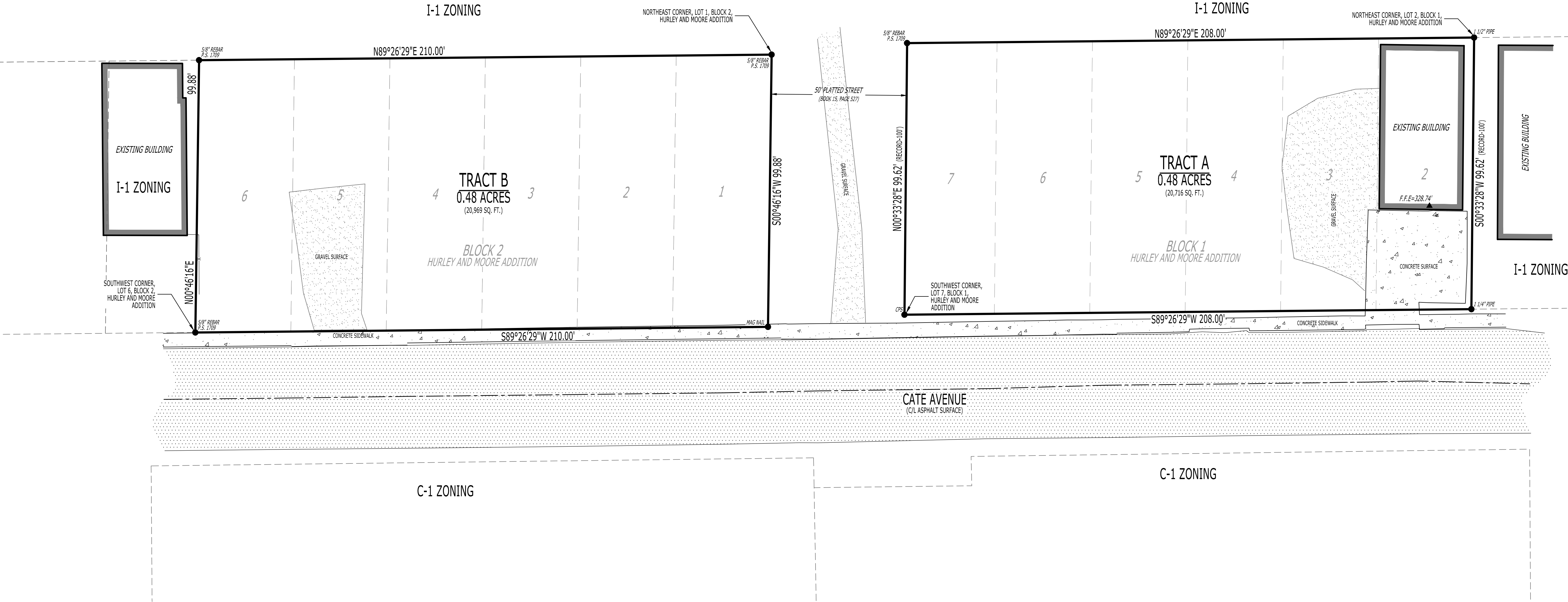
MICHAEL P. MCNEESE - SURVEYOR
ARKANSAS - P.S. 1709

500-14N-04E-0-18-240-16-1709



VICINITY MAP
(N.T.S.)

CURRENT ZONING: I-1
REQUESTED REZONING: C-1, 0.96 ACRES



- LEGEND:**
- FOUND MONUMENT (AS NOTED)
 - ⊕ SITE BENCHMARK
 - CONTROL POINT
 - UTILITY POLE
 - LIGHT POLE
 - GUY WIRE
 - ⊕ WATER METER
 - ⊕ WATER VALVE
 - FIRE HYDRANT
 - SANITARY SEWER MANHOLE
 - STORM DRAIN MANHOLE
 - ⊕ GAS METER
 - ⊕ STEEL BOLLARD
 - ⊕ SIGN (AS NOTED)
 - ⊕ TREE (AS NOTED)
 - COTTON PICKER SPINDLE
 - BOUNDARY LINE
 - OVERHEAD ELECTRIC LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - OVERHEAD TELECOMMUNICATION LINE

SURVEYOR'S NOTES:

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
- CONTROL POINTS:
 - A. N - 551726.84, E - 1696836.89
 - B. N - 551726.83, E - 1697070.26
 - C. N - 551685.53, E - 1697321.65
- VERTICAL DATUM: NAVD 88
- THE SITE BENCHMARK IS A CHISELED SQUARE (ELEVATION 318.46), IN THE NORTHWEST CORNER OF AN EXISTING STORM DRAINAGE BOX TOP, LOCATED SOUTH OF CATE AVENUE, AS SHOWN ON THE PLAT HEREON.
- THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - RECORD PLAT, BROOKFIELDS FIRST ADDITION, RECORDED IN BOOK 13, PAGE 101, DATED APRIL 12, 1893.
 - RECORD PLAT, HURLEY AND MOORE ADDITION, RECORDED IN BOOK 15, PAGE 527, DATED NOVEMBER 13, 1896.
 - BOUNDARY SURVEY, BY TROY L. SHEETS, P.S. 596, RECORDED IN BOOK C, PAGE 06, DATED JANUARY 04, 1974.
 - BOUNDARY SURVEY, BY MICHAEL A. DANIELS, P.S. 1563, SLS DOCUMENT NO. 201005070004, DATED SEPTEMBER 24, 2009.
- THE UTILITIES SHOWN HAVE BEEN LOCATED BY FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. RIDGE SURVEYING & CONSULTING, PLLC. MAKE NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO VERIFY ANY AND ALL PRIOR TO ANY CONSTRUCTION.
- SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0043C, EFFECTIVE DATE SEPTEMBER 27, 1991.

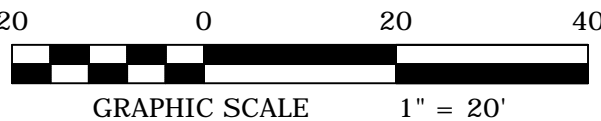
LEGAL DESCRIPTION (AS-SURVEYED):

TRACT A:
LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 1 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

TRACT B:
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 2 OF HURLEY AND MOORE ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN BOOK 15, PAGE 527.

SURVEYOR'S CERTIFICATION:

I, MICHAEL P. MCNEESE, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.





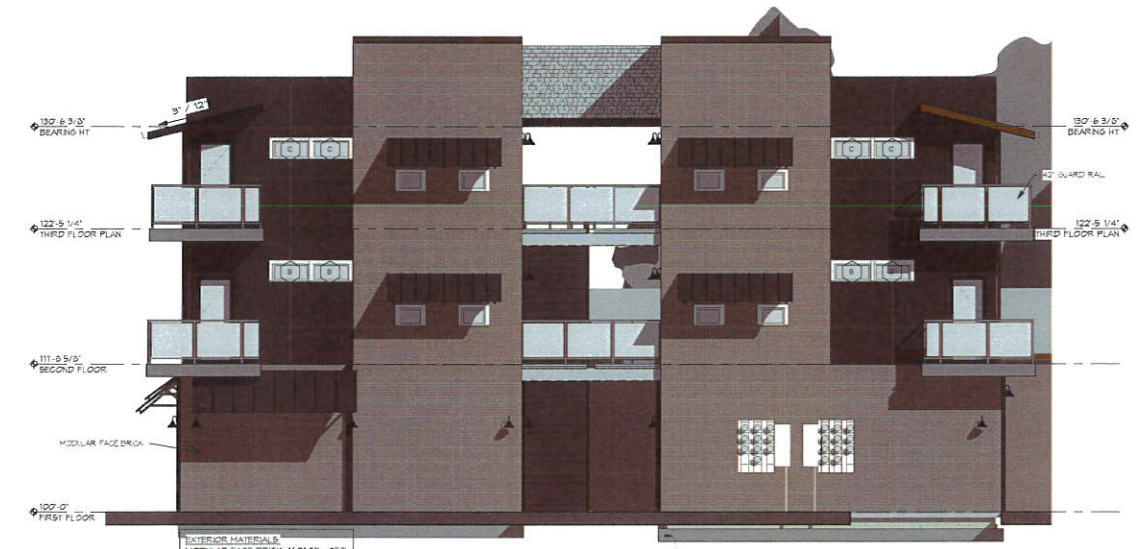
MATERIALS LEGEND:

	4x8 HORIZONTAL HARDEE PANEL, PAINTED CHARCOAL GREY
	M-LOCK METAL PANEL - GALVALUME
	RED MODULAR FACE BRICK

① EAST ELEVATION Copy 1
3/16" = 1'-0"



② NORTH ELEVATION Copy 1
3/16" = 1'-0"



③ SOUTH ELEVATION Copy 1
3/16" = 1'-0"



④ WEST ELEVATION Copy 1
3/16" = 1'-0"

CATE VILLAGE
CATE AVENUE
JONESBORO, AR

Burris
Architecture
828 Tiger Blvd. Suite 4, Bentonville, Ar 72712
479-319-6045

DATE: 2-14-19
JOB NO: 18074
REVISIONS:

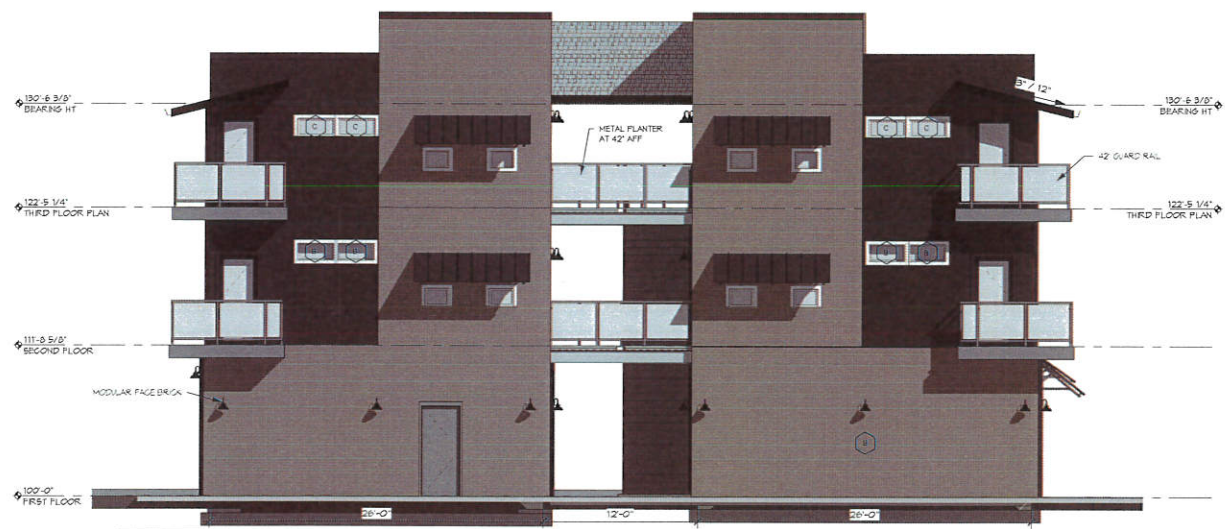
A7.0
COLOR ELEVATIONS



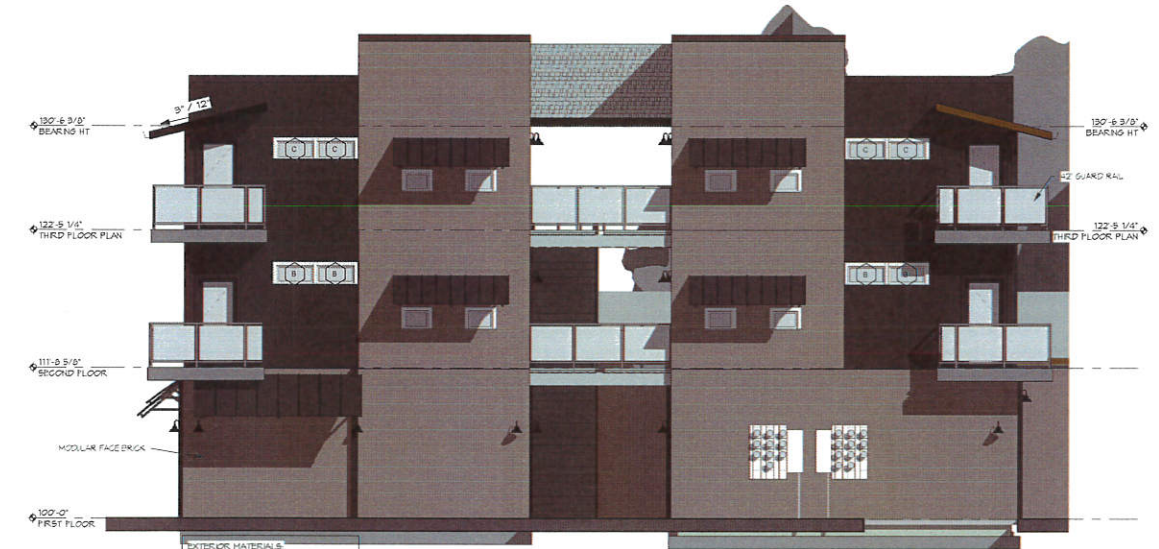
MATERIALS LEGEND:

- 4X8 HORIZONTAL HARDE PANEL - PAINTED CHARCOAL GREY
- M LOG METAL PANEL - GALVALUME
- RED MODULAR FACE BRICK

1 EAST ELEVATION Copy 1
3/16" = 1'-0"



2 NORTH ELEVATION Copy 1
3/16" = 1'-0"



3 SOUTH ELEVATION Copy 1
3/16" = 1'-0"



4 WEST ELEVATION Copy 1
3/16" = 1'-0"

CATE VILLAGE
CATE AVENUE
JONESBORO, AR

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, AR 72712
479-319-6045

DATE: 2-14-19
JOB NO.: 18074
REVISIONS:

A7.0
COLOR ELEVATIONS



MATERIALS LEGEND:

	4x8 HORIZONTAL HARDE PANEL, PAINTED CHARCOAL GREY
	M.LOC METAL PANEL - GALVALUME
	RED MODULAR FACE BRICK

1 EAST ELEVATION Copy 1
3/16" = 1'-0"



2 NORTH ELEVATION Copy 1
3/16" = 1'-0"



3 SOUTH ELEVATION Copy 1
3/16" = 1'-0"



4 WEST ELEVATION Copy 1
3/16" = 1'-0"

CATE VILLAGE
CATE AVENUE
JONESBORO, AR

Burris
Architecture
820 Tiger Blvd, Suite 4, Bentonville, AR 72712
479-319-6045

DATE:
2-14-19
JOB NO:
18074
REVISIONS:

A7.0
COLOR ELEVATION

To whom it may concern, City Council of Jonesboro, 300 South Main St.,

I, Patro Stevenson, of 521 Cate St, and I, Kenneth Miles of 502 Cate St., do hereby submit our statement of protest to the rezoning request proposed by Ted Herget Math Investments. The use of alcohol in a residential area is a very sensitive matter and should not be smugly and vaguely pressed upon the community without deep consideration. Their concerns should be answered and their willful consent properly sought.

We are not necessarily opposed to this project or the progress it may bring. But we refuse to surrender any citizen property owner's privilege by being kept uninformed. This we find both offensive and condescending, as we are aware that others in the community were asked to give their willful, reasonable consent. If in the spirit of good will and community progress our concerns are assuaged we will immediately withdraw our protest by giving our signatures as a withdrawal and waiver of protest.

Respectfully submitted,

Waiver of Protest

Patro Stevenson

Kenneth Miles

State of Arkansas

County of Craighead

Subscribed and Sworn before me this 2nd day of April, 2019

_____, Notary Public, Commission Expires _____



Legislation Details (With Text)

File #:	ORD-19:004	Version:	1	Name:	AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL; ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2019
Type:	Ordinance	Status:			Third Reading
File created:	2/1/2019	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL; ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2019				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019 Council Procedures4				

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	
3/5/2019	1	Nominating and Rules Committee	Recommended to Council	Pass
2/19/2019	1	City Council	Referred	Pass
1/31/2019	1	Nominating and Rules Committee	Recommended to Council	Pass

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL; ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2019

WHEREAS, it is the desire of the Jonesboro City Council to establish the organization of the 2019 Jonesboro City Council in accordance with Arkansas Code Annotated 14-43-501; AND

WHEREAS, The 2019 Nominating and Rules Committee has reviewed and recommends Exhibit "A" in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION 1: That the Jonesboro Code of Ordinances, Chapter 2 Article 3, entitled City Council, Sections 2-84 through 2-98 are hereby repealed and, replaced according to Exhibit "A" hereto attached.

SECTION 3: All ordinances or part of ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 4: The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, each invalidity shall not affect the remainder of the sections, phrases or provisions.

DIVISION 2. - MEETINGS^[1]

Footnotes:

--- (1) ---

State Law reference— Authority to provide rules of procedure, A.C.A. § 14-43-501.

Sec. 2-84. - City council meetings.

- (a) *Regular meetings.* The city council shall meet in regular session on the first and third Tuesday of each month at 5:30 p.m. The regular session may be rescheduled for reasons of holidays, inclement weather, or any other special circumstances beyond the city council's control. When such special circumstances occur, the regular meeting shall be held on the following Thursday at the same hour. This change will include regularly scheduled committee meetings as well.
- (b) *Location.* The place of the city council meetings shall be in the city council chambers unless another place has previously been set by the city council.
- (c) *Special called council meetings.* Special called council meetings may be called by three or more council members or by the mayor. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special meeting, including specific items to be considered, shall be given by the city clerk at least three hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the council members who requested the special meeting or the mayor, if he/she requested the special meeting, may cancel the special meeting.
- (d) *Special called committee meetings.* Special called committee meetings may be called by two or more committee members or by the chair of the committee. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special called committee meeting, including specific items to be considered shall be given by the city clerk at least two hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the committee members who requested the meeting or the chair, if he/she requested the special meeting, may cancel the special meeting.
- (e) *Executive session.* An executive session may be convened on the request of any member of the city council or the mayor. Executive session will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee. A.C.A. § 25-19-106(c)
- (f) *Quorum.* A majority of the city council shall be necessary to constitute a quorum to do business. The mayor shall have a vote to establish a quorum of the city council at any meeting of the city council. The concurring vote of a majority of those elected, providing a quorum is present, shall represent the acts of the city council except where otherwise provided by law.
- (g) *Public notification and participation.*
 - (1) The **city clerk's office** will, if necessary, go further than legally required in order to inform citizens of the items to be considered by the city council. The means used will include publication in a local newspaper, publication via the internet, special notice to citizens who have shown a direct interest in matters

to be considered, and copies of the agenda will be placed at the entrance to the city council meetings.

- (2) Members of the audience will be offered an opportunity to speak on all questions before the city council. After being recognized by the presiding officer, Individuals shall provide his/her name and address immediately after being recognized by the presiding officer. Repetitive comments should be avoided; this applies to comments made previously either to the city council or to the planning commission when those planning commission minutes have been provided to the council members. All remarks shall be addressed to the city council as a whole and not to any particular member of the city council. No person other than the city council members and the person having the floor shall be permitted to enter into any discussions without permission of the presiding officer. No questions shall be asked of a city council member or city employee except through the presiding officer. All members of the public are requested to accord the utmost courtesy to members of the city council, to other members of the public appearing before the city council, and to city staff, and are asked to refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
- (3) *Consent Agenda items are usually routine items such as resolutions and minutes. Consent Agenda items are adopted in one motion with no discussion. However, anyone wishing to discuss an item on the Consent Agenda must request a motion for removal of that particular item from the Consent Agenda. Upon passage of the motion for removal from the Consent Agenda, the presiding officer shall proceed with that item following the same procedure as in Sec 2-84 (g)(2) above, affording an opportunity for discussion of the item.*

- (h) *Smoking prohibited.* There will be no smoking allowed in the city council chambers or in any committee meeting room.
- (i) *Cell phones and pagers.* With the exception of on-duty emergency services personnel, cell phones and pagers must be turned off or put in silent mode and not used within the council chambers or committee meeting rooms during meetings.

(Ord. No. 09:001, § 1(2.20.01), 1-20-2009; Ord. No. 13:001, § 1, 1-22-2013; Ord. No. 14:005, § 1, 2-6-2014)

State Law reference— Calling special meetings, A.C.A. § 14-43-502; purposes of executive sessions, A.C.A. § 29-19-106; quorum, A.C.A. § 14-43-501.

Sec. 2-85. - Duties and privileges of and other city officials at city council meetings.

- (a) *Seating.* Members shall occupy the respective seats in the council chambers assigned by position number. The presiding officer (mayor, president pro tempore, or designee) shall be seated in the center of the council members table. Seated to either side of the presiding officer shall be the city clerk and the city attorney or, in their absence, their designees. Council Members shall be seated according to their ward beginning on the presiding officer's far left with Ward 1, Pos. 1; Ward 1, Pos. 2; Ward 2, Pos. 1; Ward 2, Pos. 2; Ward 3, Pos. 1; Ward 3, Pos. 2; then beginning on the presiding officer's far right with Ward 4, Pos. 1; Ward 4, Pos. 2; Ward 5, Pos. 1; Ward 5, Pos. 2; Ward 6, Pos. 1 and Ward 6, Pos. 2.
- (b) *Conduct.*
 - (1) During city council meetings, council members shall preserve order and decorum and shall neither by conversation nor by otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the presiding officer or the rules of the city council.
 - (1) Every member of the city council desiring to speak shall address the presiding officer and, upon

recognition by the presiding officer, shall confine himself/herself to the questions under debate and shall avoid all personalities and indecorous language. A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, or unless a point of order is raised by another council member or unless the council member chooses to yield to questions from another council member.

- (2) If a council member is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of the city council.
 - (3) Council members and other elected city officials shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the city council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. City council members shall confine their questions as to the particular matters before the city council and in debate shall confine their remarks to the issues before the city council. To keep or restore order and dignity to a council meeting, the city council, by a majority vote, reserves the right to remove from a council meeting any individual who repeatedly violates this rule for conduct.
- (c) *Personal interest.* No council member or other elected city official with a direct or indirect financial or personal interest in any item before the city council shall participate in the discussion of or voting on such matter. If a council member knows a conflict exists on an item on the agenda they should immediately state they have a conflict and refrain from discussion or voting on the matter. Should a council member determine during the discussion of an item that they have a conflict in the matter they should immediately disclose such and refrain from further discussion or voting on the matter.
 - (d) *Voting.* Every council member present when a question is put to a vote shall vote either "Yea" or "Nay," except that a council member may abstain from voting: (a) if he/she has not participated in the preceding discussion of the question, and (b) if that council member briefly states the reason for the abstention. The council members will vote at city council meetings in the order of their position number, with a different position voting first, as determined by the city clerk, on each vote taken.
 - (e) *Roll call.* Upon every vote, a voice vote of the affirmative and negative votes shall be called and be recorded on every motion, resolution, and ordinance. The presiding officer or any council member may call for a roll call vote. A roll call vote shall be taken when enacting an emergency clause, repealing an initiated measure, or when otherwise required by law.
 - (f) *Presiding officer.*
 - (1) The mayor shall be ex officio president of the city council and shall preside at its meetings.
 - (2) The mayor shall have a vote when his vote is needed to pass any ordinance, bylaw, resolution, order, or motion. Per A.C.A. § 14-43-501.
 - (g) *President pro tempore.* The city council shall annually, at the time of organizing, in public session, elect one of its council members as president pro tempore. Any council member may nominate any other member of the city council for this position, and no second of a nomination is required. Each council member shall vote by naming his/her choice by voice vote if there is more than one nominee for the position. A majority vote of the city council shall be required for election. In the absence of the mayor, the presiding officer duties shall be performed by the president pro tempore; in the absence of the president pro tempore, those duties shall be performed by a designated council member. Designation shall be by majority vote of the council members present at any meeting where a clear designation of presiding officer has not been made.
 - (h) *Privileges of the president pro tempore.* The president pro tempore or designee acting as the presiding officer may move, second, and debate from the chair and shall not be deprived of the rights and privileges of being a member of the city council by reason of his/her acting as the presiding officer.
 - (i) *Arriving Late - Leaving Early From Council/Committee Meetings.* For benefit of an accurate quorum, it is best if council members notify the Presiding Officer when they will be arriving late or leaving early from Council and Committee meetings.

(Ord. No. 09:001, § 1(2.20.02), 1-20-2009)

State Law reference— Selection of president pro tempore, A.C.A. § 14-43-501(b)(2).

Sec. 2-86. - Freedom of information procedure.

All meetings of the city council shall be public meetings. Notice of the time, place and date of all special meetings shall be given **by the City Clerk's Office**, to representatives of the newspapers and radio stations located in Craighead County which have requested to be notified at least two hours before the special meeting takes place. Any news media located elsewhere that regularly covers the meetings of the council and which have requested **notification from the City Clerk's Office, shall also be notified at least two hours before the meeting takes place. The City Clerk's Office shall maintain the official notification list.**

(Ord. No. 09:001, § 1(2.20.03), 1-20-2009)

State Law reference— Open meetings required and exceptions thereto, A.C.A. § 25-19-106.

Sec. 2-87. - Procedures and parliamentary rules.

(a) Order of business.

- (1) The city council's agenda order shall be coordinated by the city clerk. All items for discussion or action at the regular council meeting shall be organized under the following headings:
 - Call to order by the mayor;
 - Pledge of Allegiance and Invocation;
 - Roll Call by the City Clerk;
 - Special Presentations;
 - Consent Agenda;
 - Unfinished Business;
 - New Business;
 - Mayor's Report;
 - City Council Reports;
 - Public Comment;
 - Adjournment.
- (2) The mayor shall delegate collection, initial organization, and distribution of the final draft to the city clerk; however, the mayor shall maintain responsibility for and control of the agenda. At the regular meeting of the council, the city council, by majority vote, may rearrange the order of the agenda.

(b) Agenda items and public comment.

- (1) Agenda items submitted by the Administration's staff shall be presented to the Mayor and/or designee at an agenda setting session on Wednesday at 9:00 am. Administration agenda items, found to be complete shall be entered into Legistar by the City Clerk's Office in a timely manner to allow for the approval process of the mayor, city attorney, prior to 10:00 am on Thursday, except when the regular meeting time has changed due to holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting.*
- (2) The deadline for agenda items shall be submitted to the city clerk's office on or before 10:00 am on Thursday immediately preceding each regular city council meeting, except when the regular meeting time has changed due to holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting. The City Clerk's Office shall be responsible for entering all agenda items into Legistar. All original legislation and attachments must be submitted in order to be placed on the agenda. All items for discussion or action at the regular city council meeting shall be included in an agenda

provided by the city clerk to the council members, the mayor, and the city attorney via internet by 4:00 p.m. on Thursday, immediately preceding the regular council meeting.

- (3) The City Clerk's Office shall enter all items for discussion or action by citizens wishing to address city council members regarding agenda items. All attachments shall be submitted in word format, and, all electronic material shall be scanned for viruses. The deadline for submitting such items by the public shall be provided to the City Clerk's Office by 10:00 A. M. the day of the meeting. No handouts or presentations shall be permitted without first being provided to the City Clerk's Office by the 10:00 A.M. deadline.
- (4) The city clerk shall place the items on the agenda in the order that each item is received in the clerk's office. The mayor reserves the right to add or remove items submitted by the administration before the agenda is provided to the council members and the public. The mayor must submit the changes to the agenda in writing to the city clerk by 4:00 p.m. on Thursday following the day of the submission deadline described above in (b)(1).
- (1) Any ordinance or resolution which was not included on the final agenda may only be brought before the city council after approval by unanimous vote of any city council committee with four

or more council members. The city council, by two-thirds vote, at the regular council meeting, must then suspend the rules and bring the item to the floor for consideration. A council member moving to suspend the rules and bring an item to the floor for consideration must state, as part of his/her motion, the nature of the emergency requiring immediate action on the item. A.C.A. §14- 55-202. **All walk-ons being proposed by city staff must be requested by the Mayor or Chief of Staff.**

- (5) Any citizen living within the city limits of Jonesboro desiring to place legislation on the city council agenda may do so by submitting the desired legislation in writing to the mayor or any of the council members and engage them to sponsor the item. Once the mayor or council member has agreed to sponsor the legislation, it will be reviewed by the city attorney before being placed on the appropriate committee agenda prior to going to the full council.
 - (6) The city council shall provide 15 minutes during each regular council meeting for public comment on non-agenda business. **A total of three (3) citizens will be allowed to speak at each council meeting.** Each individual is required to limit his/her comments to five minutes. The city council reserves the right to suspend the rules for extra time, if necessary. **The City Clerk will time each individual using the time clock as provided in Council Chambers.**
- c) *Precedence of motions.* The city council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's "Procedural Rules for Municipal Officials" or successive publications. In the event the handbook does not cover the matter, the most recent edition of Robert's Rules of Order shall apply. On questions of appeal, a majority of those present is required to overturn a ruling of the presiding officer.
- (1) *Motions to be stated by the presiding officer/withdrawal.* When a motion is made and seconded, it shall be stated by the presiding officer before debate. After being stated by the presiding officer, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the city council.
 - (2) *Reconsideration.* After the decision of any question, any member of the majority may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.
 - (3) *Readings.* All ordinances shall be read aloud at three different meetings unless the city council votes to suspend the rules by a two-thirds majority. A.C.A. §14-55-202

(Ord. No. 09:001, § 1(2.20.04), 1-20-2009; Ord. No. 13:001, § 1, 1-22-2013; Ord. No. 15:058, § 1, 11-17-2015)

State Law reference— Authority to provide rules of procedure, A.C.A. § 14-43-501.

Sec. 2-88. - Reserved.

Editor's note— Ord. No. 15:058, § 1, adopted Nov. 17, 2015, repealed § 2-88, which pertained to absence from council meetings and derived from Ord. No. 09:001, § 1(2.20.05), adopted Jan. 20, 2009.

Sec. 2-89. - Appeals to council.

Appeals to the city council of decisions of commissions and boards shall be in writing signed by the party appealing, dated, and filed with the clerk within 30 days following the decision of the board and/or

commission. The appeal shall set forth the objection to the decision rendered by said commission and/or

board. Decisions shall be considered final if no appeal is perfected within the 30-day period. (Ord. No. 09:001, § 1(2.20.06), 1-20-2009)

Sec. 2-90. - Hearings.

Appeals shall be heard by the city council meeting in official session. The city council may call a special meeting to hear said appeal.

(Ord. No. 09:001, § 1(2.20.07), 1-20-2009)

Sec. 2-91. - Notice.

The **City Clerk's Office** shall notify the party appealing by certified mail, return receipt requested, of the date of hearing. The notice shall contain the following statements:

- (a) The appealing party shall be entitled to counsel at the hearing;
- (b) The appealing party shall be able to discuss their proposal with the council;
- (c) The appealing party may introduce any information they might have concerning the matter;
- (d) The rules of evidence and the rules of procedure established for the judicial system of the state shall not be applicable at said hearing;
- (e) The appealing party shall be entitled, upon request, to a written statement from the city council which shall state the facts and reasons for denying the appealing party's appeal if same is denied.

(Ord. No. 09:001, § 1(2.20.08), 1-20-2009)

Sec. 2-92. - Action.

The city council shall either approve or reject the appealed decision by a majority vote. Failure to act on the appeal within 60 days after same is filed will be deemed approval of the decision of the board and/or commission. Decision not approved by the city council may be resubmitted through proper channels not less than six months following the council's action or sooner if there is a material change in circumstances or conditions.

(Ord. No. 09:001, § 1(2.20.09), 1-20-2009)

Sec. 2-93. - Bring ordinances before council.

- (a) Once an item is brought before the city council, there shall exist a three month time limit within which to obtain a ruling by the city council. Failure to meet the deadline will result in the item not being brought before the council again for a one-year period, and starting the procedural process over.
- (b) Once an item has been tabled or pulled three times, the item may not be brought before the council again for a one-year period, and must start the procedural process over.
- (c) Once the Metropolitan Area Planning Commission has granted approval, there shall exist a six-month time limit for bringing the matter before the council.

(Ord. No. 09:001, § 1(2.20.10), 1-20-2009)

State Law reference— Ordinances, A.C.A. § 14-55-101 et seq.

Sec. 2-94. - Publication reimbursement cost.

- (a) The publication cost shall be set by the finance department at a flat rate to cover costs for the publication of ordinances and notices. These rates may fluctuate based on current publication pricing.
- (b) The publication cost shall be collected by the city collector prior to an item being placed on the agenda. Failure to pay the publication cost shall result in the item not being placed on the agenda.
- (c) Should an ordinance be denied by the city council, the publication cost shall be reimbursed by the finance department. Reimbursement shall not include public hearing or appeal hearing notices, since these must be published prior to an ordinance being adopted.

(Ord. No. 09:001, § 1(2.20.11), 1-20-2009)

Sec. 2-95. - Internal boards, committees, commissions, and appointments.

(a) *Committee Membership.*

- (1) The only standing internal committee of the city council shall be the nominating and rules committee. The nominating and rules committee shall be made up of council members from Wards 1, 2, and 3 on odd-number years and council members from Wards 4, 5, and 6 on even-numbered years. The nominating and rules committee shall determine the number of city council committees, their function, and membership of such committees. Any council member who desires to serve on any particular committee shall so inform the nominating and rules committee. The nominating and rules committee shall, at its discretion, attempt to assign council members who have expressed a preference for any particular committee to the committee. The members of each committee shall designate the member who is to serve as chairperson of each committee. In the case of a tie for committee chairperson, the nominating and rules committee shall appoint the chairperson from those nominated by the committee. Any council member dissatisfied with committee assignments can appeal to the whole city council.
- (2) Ad hoc committees to study special problems and projects of the city may be created by a majority vote of the city council. The mayor and the nominating and rules committee shall recommend to the city council appointees for ad hoc committees. The city council, by majority vote, shall appoint members to ad hoc committees.

(b) *Committee Meetings.*

- (1) All council members, representatives of the news media who have requested notification, and all other persons who have requested notification of committee meetings shall be notified of city council committee meetings by the city clerk's office.
- (2) Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the city council, a majority of the committee must agree on that recommendation. Council members who are not members of a particular city council committee may participate in the meeting of that committee except for voting on committee recommendations. Minutes of meetings involving the city council shall be the responsibility of the city clerk or his/her designee. The minutes shall reflect recommendations of the committee to the full council.
- (c) *Committee Quorum.* A majority of the committee shall be necessary to constitute a quorum to do business. The concurring vote of a majority of those attending a meeting, providing a quorum is present, shall represent the acts of the committee.
- (d) *Committee Voting.* Every committee member present when a question is put to a vote shall vote either "Yea" or "Nay", except that a committee member may abstain from voting if he/she has not participated in the preceding discussion of the question and that member briefly states the reason for the abstention. Pursuant to "Robert's Rules of Order", in the absence of a recommendation by the

"Procedural Rules for Municipal Officials" the chairperson of the committee will not vote unless his/her vote is necessary to break a tie.

- (e) *City council representation on other governmental groups.* When it is necessary to appoint a council member to an external board, commission, or committee, selection of that council member shall be made by the mayor and a majority vote of the city council shall be required for confirmation of the mayor's appointment.

(Ord. No. 09:001, § 1(2.20.12), 1-20-2009)

Sec. 2-96. - Mayor relationship.

- (a) *Defining authority.* In exercising its management responsibilities, the city council reserves its authority to approve policy which represents broad statements of its intentions, approves plans and programs, and delegate authority of administration to the mayor, except those rights that are by law conferred upon or reserved to the city council. The city council delegates the authority of the mayor to hire capable personnel within an approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees. Per A.C.A. § 14-42-110, the city council reserves the authority to review the hiring or removal of a department head and may overturn the hiring or removal of a department head by the mayor upon two-thirds majority of the total membership of the city council.
- (b) *Definition of responsibilities.*
 - (1) The mayor has the principal responsibility for directing the operations of the city government and for advising and assisting the city council in its deliberations. In connection with the latter responsibility, the city council expects and requests the mayor to furnish it with whatever data, information, and material it may need to properly carry out its functions in an informed manner.
 - (2) The mayor also has the principal responsibility to ensure that the city's administrative officers, department heads, and directors understand and obey all local, state, and federal laws pertaining to the city's operations, and when a violation of any law is discovered, that immediate disclosure is made to the city council and proper and adequate disciplinary measures are taken against the responsible employee or employees.
 - (3) The city council also expects the mayor to abide by the city's Code of Ethics, the city council also expects the mayor to require the city's administrative officers, department heads, and directors to abide by the city's Code of Ethics.
- (c) *City council/mayor cooperation.*
 - (1) Efficient management of the city can exist only through mutual understanding and complete cooperation between the city council and the mayor. The mayor's performance cannot be of the best unless he/she is given the latitude to exercise independent judgment in executing policies of the city council. The city council acknowledges that obligation and gives the mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the city council.
 - (2) It shall be understood that administrative authority for the management of the city rests with the mayor. Members of the city council should refrain, as individuals, from giving specific direction or instruction to city personnel pertaining to the discharge of assigned duties, however, open communication between council members and city employees is encouraged and expected to guarantee sound decisions based upon the free flow of information.

(Ord. No. 09:001, § 1(2.20.13), 1-20-2009)

Sec. 2-97. - Citizen committees.

- (a) *Authorization by the city council.* The city council may authorize citizen advisory boards, committees, and commissions to assist the city council in discharging its responsibilities more effectively. Authorization will be made by a majority vote of the city council.
- (b) *Selection guidelines.* The mayor shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final city council approval. The objectives of the selection process shall be as follows:
 - (1) To provide a broad cross section of qualified individuals for service on the appointed bodies;
 - (2) To provide an opportunity for participation in city affairs by interested citizens; and
 - (3) To provide a means for involvement of all city council members in the selection process.

The city council will act officially on all appointments in public session.
- (c) *Vacancy policy for boards and commissions.* In cases in which this division is not in conflict with state or federal law, any city board or commission position which term has expired for a period longer than 60 days shall be declared vacant. (Ord. No. 09:001, § 1(2.20.15), 1-20-2009)

Sec. 2-98. - Code of ethics.

- (a) *General.* Council Members, other elected city officials and the city's administrative officers, department heads, and directors occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly must be subject to the scrutiny of public opinion both to the legality and to the propriety of such transactions.
- (b) *Conflict of interest.* Council Members, other elected officials, and the city's administrative officers, department heads, and directors shall refrain from making use of special knowledge or information gained by virtue of their elected office or position before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors, and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny any of the above-mentioned of their legal rights and privileges available to all citizens of the city.
- (c) *Responsibility to all citizens.* Council Members, other elected officials, and the city's administrative officers, department heads, and directors shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council Members, other elected officials, and the city's administrative officers, department heads, and directors shall bear in mind at all times their responsibility to all Jonesboro citizens, shall refrain from actions benefiting special interest groups at the expense of the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, sex, or the economic or social position of individual citizens.
- (d) *Responsibility to disclose.*
 - (1) In an effort to allow the public full knowledge of financial and personal interests, council members, and other elected city officials are expected to file an annual statement of financial interest as required in A.C.A. § 21-8-701. Council Members, other elected officials, and the city's administrative officers, department heads, and directors are also expected to disclose all real estate holdings within the city limits and any business or financial interest which could affect or be affected by decisions of the city council, other elected city officials, or the city's administrative officers, department heads, or directors. This language shall be interpreted to include real estate holdings and business or financial interests held by the individual, his/her spouse, children, parents or siblings or beneficial interests in a partnership, corporation or any other legal entity.

- (2) Council Members, other elected officials, the city's administrative officers, department heads, and directors, shall also disclose any familial relationships with any other city official or employee which could affect or be affected by decisions of the city council, the mayor, a city administrative officer, department head, or director.
- (3) The financial and familial disclosures should be made in writing and filed with the city clerk before February 1 of each year; any changes in disclosure information during the year must be filed with the city clerk's office within 30 days of such change.
- (4) No non-elected city officials and employees are required to include his/her home address on disclosure documents, per Act 213 of 2003 (A.C.A. § 25-19-105).

(Ord. No. 09:001, § 1(2.20.14), 1-20-2009)

Secs. 2-99—2-122. - Reserved.



Legislation Details (With Text)

File #: ORD-19:008 **Version:** 1 **Name:** AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-139(E) (6), FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR MAXIMUM HEIGHT

Type: Ordinance **Status:** Third Reading

File created: 2/14/2019 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-139(E) (6), FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR MAXIMUM HEIGHT WITHIN THE CITY OF JONESBORO, ARKANSAS WITH THE INTENT TO CLARIFY MAXIMUM HEIGHT FOR THE GENERAL HEALTH SAFETY AND WELFARE OF THE COMMUNITY.

Sponsors:

Indexes:

Code sections:

Attachments: [building height.pdf](#)

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	
3/5/2019	1	Public Works Council Committee	Recommended to Council	Pass

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117-139(E) (6), FOR THE PURPOSE OF PROVIDING MINIMUM STANDARDS FOR MAXIMUM HEIGHT WITHIN THE CITY OF JONESBORO, ARKANSAS WITH THE INTENT TO CLARIFY MAXIMUM HEIGHT FOR THE GENERAL HEALTH SAFETY AND WELFARE OF THE COMMUNITY.

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

1. THE CURRENT LANGUAGE IN SECTION 117-139(E) (6) SHALL BE REPEALED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

Maximum height. Maximum height limitation in all commercial zones shall be limited to Fire and Building Code regulations. Any other ordinance or resolution that contradicts this ordinance or above listed codes is hereby repealed.

2. ANY ORDINANCE OR RESOLUTION THAT CONTRADICTS THIS ORDINANCE OR THE ABOVE LISTED CODES IS HEREBY REPEALED.

Section 117-139(e) (6) **Maximum height.** Maximum height limitation in all commercial zones shall be limited to Fire and Building Code regulations.

Any other ordinance or resolution that contradicts this ordinance or above listed codes is hereby repealed.



Legislation Details (With Text)

File #:	ORD-19:009	Version:	1	Name:	AMEND CHAPTER 50 PARKS AND RECREATION, ARTICLE II OF THE CODE OF ORDINANCES AND ADD 50-26 ENTITLED "SMOKING AND USE OF TOBACCO PRODUCTS" WHICH SHALL PROHIBIT SMOKING AND TOBACCO USE IN ALL CITY PARKS, FACILITIES, AND TRAILS
Type:	Ordinance	Status:			Third Reading
File created:	2/20/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 50 PARKS AND RECREATION, ARTICLE II OF THE CODE OF ORDINANCES AND ADD 50-26 ENTITLED "SMOKING AND USE OF TOBACCO PRODUCTS" WHICH SHALL PROHIBIT SMOKING AND TOBACCO USE IN ALL CITY PARKS, FACILITIES, AND TRAILS				
Sponsors:	Mayor's Office, Parks & Recreation				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	
3/5/2019	1	Public Works Council Committee	Recommended to Council	Pass

AN ORDINANCE TO AMEND CHAPTER 50 PARKS AND RECREATION, ARTICLE II OF THE CODE OF ORDINANCES AND ADD 50-26 ENTITLED "SMOKING AND USE OF TOBACCO PRODUCTS" WHICH SHALL PROHIBIT SMOKING AND TOBACCO USE IN ALL CITY PARKS, FACILITIES, AND TRAILS

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

WHEREAS, according to the Center for Disease Control and Prevention ("CDC"), each year approximately 480,000 people die of diseases caused by smoking, accounting for one out of every five deaths in the United States, and that the use of cigarettes, smokeless tobacco, cigars, pipes, and other tobacco products leads to disease and death; and

WHEREAS, studies by the Surgeon General of the United States, by the National Academy of Sciences, and by other health organizations have linked passive exposure to tobacco smoke (second-hand smoke) to a variety of negative health conditions in non-smokers; and

WHEREAS, health hazards induced by breathing second-hand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction, and bronchospasm; and

WHEREAS, non-smokers who suffer allergies, respiratory diseases, and other ill effects of breathing second-hand smoke may experience a loss of job productivity and may be forced to take periodic sick leave because of

such adverse reactions; and

WHEREAS, smoking is a potential cause of fires, and cigarette and cigar burns and ash stains on fixtures cause losses and other damage to property, including unsightly litter; and

WHEREAS, the CDC reports that smokeless tobacco use is hazardous to health and can lead to nicotine addiction, that smokeless tobacco contains at least 28 known carcinogens and causes oral, pancreatic, and esophageal cancer as well as other serious health problems such as gum disease, tooth decay, and mouth lesions; and

WHEREAS, the purpose of this ordinance is to protect the public health, safety, and welfare by prohibiting smoke and other tobacco use in City owned and operated recreational facilities, parks and trails; and

WHEREAS, the use of tobacco products is counterproductive to citizens and visitors utilizing parks and recreation facilities for enriching their lives, including the proven mental and physical health benefits that parks provide; and

WHEREAS, the City expends considerable resources to clean cigarette butt litter and the presence of such litter contributes to the decline of the appeal of public spaces such as parks, trails, picnic areas, and ball fields; and

WHEREAS, the City has the authority as the owner of the Jonesboro parks and trails systems to prohibit smoking and use of tobacco products on its own property.

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

Section 1: That the City Council of the City of Jonesboro hereby enacts Section 50-26 Smoking and Tobacco Use in Chapter 50, Parks and Recreation as follows:

“50-26 Smoking and Use of Tobacco Products

- (a) Smoking and use of tobacco products includes holding a lighted pipe, cigar, or cigarette of any kind, or lighting, or emitting, or exhaling the smoke of, a pipe, cigar, or cigarette of any kind. It also includes the use of all smokeless tobacco and nicotine-containing products (including, but not limited to chewing tobacco, snuff, dip, and snuff), electronic cigarettes, vapor devices, or heated devices.
- (b) It shall be prohibited for any person to smoke or use tobacco products in any City owned or operated recreational facilities, parks, and trails.
- (c) Exemption: Cessation products approved by the United States Food and Drug Administration such as nicotine gum, nicotine lozenges, nicotine patches, pharmaceutical nicotine inhalers (not including any form of electronic products), and nicotine nasal sprays are specifically exempted from this section and can be used in City owned or operated recreational facilities, parks, and trails.
- (d) The City shall post signs in City owned or operated parks, trails, and recreational facilities at the discretion of the Director of Parks and Recreation notifying the public that smoking and tobacco use of any kind are prohibited.
- (e) Any person who smokes or uses tobacco products in an area where it is prohibited by the section shall be guilty of a violation punishable by a fine not exceeding \$50.00 per occurrence.



Legislation Details (With Text)

File #:	ORD-19:011	Version:	1	Name:	AMEND CHAPTER 42, ARTICLE VI OF THE CITY OF JONESBORO CODE OF ORDINANCES AND CHAPTER 117-138 OF THE ZONING USE TABLES REGULATING SHORT-TERM RESIDENTIAL RENTALS
Type:	Ordinance	Status:			Third Reading
File created:	2/21/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 42, ARTICLE VI OF THE CITY OF JONESBORO CODE OF ORDINANCES AND CHAPTER 117-138 OF THE ZONING USE TABLES REGULATING SHORT-TERM RESIDENTIAL RENTALS				
Sponsors:	Planning, Mayor's Office				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	
3/5/2019	1	Public Works Council Committee	Recommended to Council	Pass

AN ORDINANCE TO AMEND CHAPTER 42, ARTICLE VI OF THE CITY OF JONESBORO CODE OF ORDINANCES AND CHAPTER 117-138 OF THE ZONING USE TABLES REGULATING SHORT-TERM RESIDENTIAL RENTALS

WHEREAS, the City Council of the City of Jonesboro, Arkansas has established requirements for short-term residential rentals in Chapter 42, Article VI of the Code of Ordinances, and

WHEREAS, the City Council voted to amend the ordinance to remove the requirement for owner occupied short-term residential rentals when adopting this ordinance, but failed to remove the definition and several of the zoning sections when the amendment was made, and

WHEREAS, the City Council desires to correct this oversight.

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That Ordinance 42-146 shall be amended to add the words “per rental.” to the end of the definition of a short-term residential rental, and the remainder of that section shall be deleted.

SECTION TWO: That Ordinance 117-138 shall be amended to add short-term residential rentals to the use table in RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, and RS-8 zoning districts. This shall also apply to R-1, R-2, and R-3 zoning districts. The provisions for owner occupied short-term residential rentals shall be deleted.



Legislation Details (With Text)

File #:	ORD-19:013	Version:	1	Name:	APPLICATION FOR A PRIVATE CLUB PERMIT FOR PROJECT AWARENESS, INC.
Type:	Ordinance	Status:		Status:	Third Reading
File created:	3/12/2019	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR PROJECT AWARENESS, INC.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ProjectAwarenessInc.Bamboo.CityOrdinance.pdf Private Club Redacted.pdf Baker email 03182019.pdf				

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR PROJECT AWARENESS, INC.

WHEREAS, Project Awareness, Inc. has applied for a private club permit to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, Project Awareness, Inc. desires to receive approval for a private club to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

Project Awareness, Inc.'s application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas.

AN ORDINANCE FOR A PRIVATE CLUB PERMIT

WHEREAS, Project Awareness, Inc. has applied for a private club permit to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, Project Awareness, Inc. desires to receive approval for a private club to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

Project Awareness, Inc.'s application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 300 South Main Street, Suite A, Jonesboro, Arkansas.

PASSED and APPROVED this ____ day of _____, 2019.

Harold Perrin, Mayor

ATTEST:

Donna Jackson, City Clerk

April Leggett

From: Zac Baker <zbaker@jonesborocpalawyer.com>
Sent: Monday, March 18, 2019 9:13 AM
To: April Leggett
Subject: Re: Private Club Permit
Attachments: image001.png

The name of the nonprofit corporate entity that will hold the private club permit is project awareness, inc. The corporation performs its legal activities in this name, e.g. contracts, lawsuits, etc. However, it is expected to be fictitiously known as bamboo. In other words, it is not a question as to which is correct; both would be, but I believe the actual corporate name to be moreso.

On Mon, Mar 18, 2019, 8:06 AM April Leggett <ALeggett@jonesboro.org> wrote:

Mr. Baker:

Is the name of the club Bamboo or Project Awareness? The ordinance says, Project Awareness, but the application indicates that Project Awareness is the non-profit organization and that Bamboo is the name of the club.

April Leggett

April Leggett; BS, MSE

Deputy City Clerk

Office of City Clerk



City of Jonesboro

300 South Church Street

Jonesboro, AR 72401

aleggett@jonesboro.org

870.935.0305 phone

870.933.4637 fax



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:014	Version:	1	Name:	Rezoning request for property located at 3841 Griggs Avenue from Residential, R-1 to Commercial, C-3 LUO
Type:	Ordinance	Status:			Third Reading
File created:	3/13/2019	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3841 GRIGGS AVENUE FROM RESIDENTIAL, R-1 TO COMMERCIAL, C-3 LUO AS REQUESTED BY GEORGE HAMMAN ON BEHALF OF J.K. KAZI				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Staff Summary - City Council.pdf Application.pdf Rezoning Plat Planning.pdf rezoning plat.pdf				

Date	Ver.	Action By	Action	Result
4/2/2019	1	City Council		
3/19/2019	1	City Council	Placed on second reading	

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3841 GRIGGS AVENUE FROM RESIDENTIAL, R-1 TO COMMERCIAL, C-3 LUO AS REQUESTED BY GEORGE HAMMAN ON BEHALF OF J.K. KAZI

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **Residential R-1**
TO: **Commercial C-3, LUO**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 5 of Grigg's Subdivision of Part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 14 North, Range 4 East.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
- 2) A final site plan subject to all ordinance requirements shall be submitted, reviewed and approved by the Planning Department prior to any redevelopment of the property.
- 3) Any change of use shall be subject to Planning Commission approval in the future.

City of Jonesboro City Council
Staff Report – RZ 19-04: 3841 Griggs Avenue Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the City Council on March 19, 2019

REQUEST: To consider a rezoning of one tract of land containing .50 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1” Single-Family Residential District to a “C-3” General Commercial District Limited Use Overlay.

APPLICANTS/OWNER: George Hamman of Civilogic, 203 Southwest Drive, Jonesboro, AR 72401
J.K. Kazi, 2904 Phillips Drive. Jonesboro, AR 72401

LOCATION: 3841 Griggs Avenue, Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx. .50 Acres
Street Frontage: 209 feet along Griggs Avenue
Topography: Predominately Flat
Existing Development: Currently Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 Single Family Residential – Houses and vacant land
South	C-3 General Commercial District
East	R-1 Single Family Residential – Vacant land and Houses
West	R-1 Single Family Residential

HISTORY: Vacant Land

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

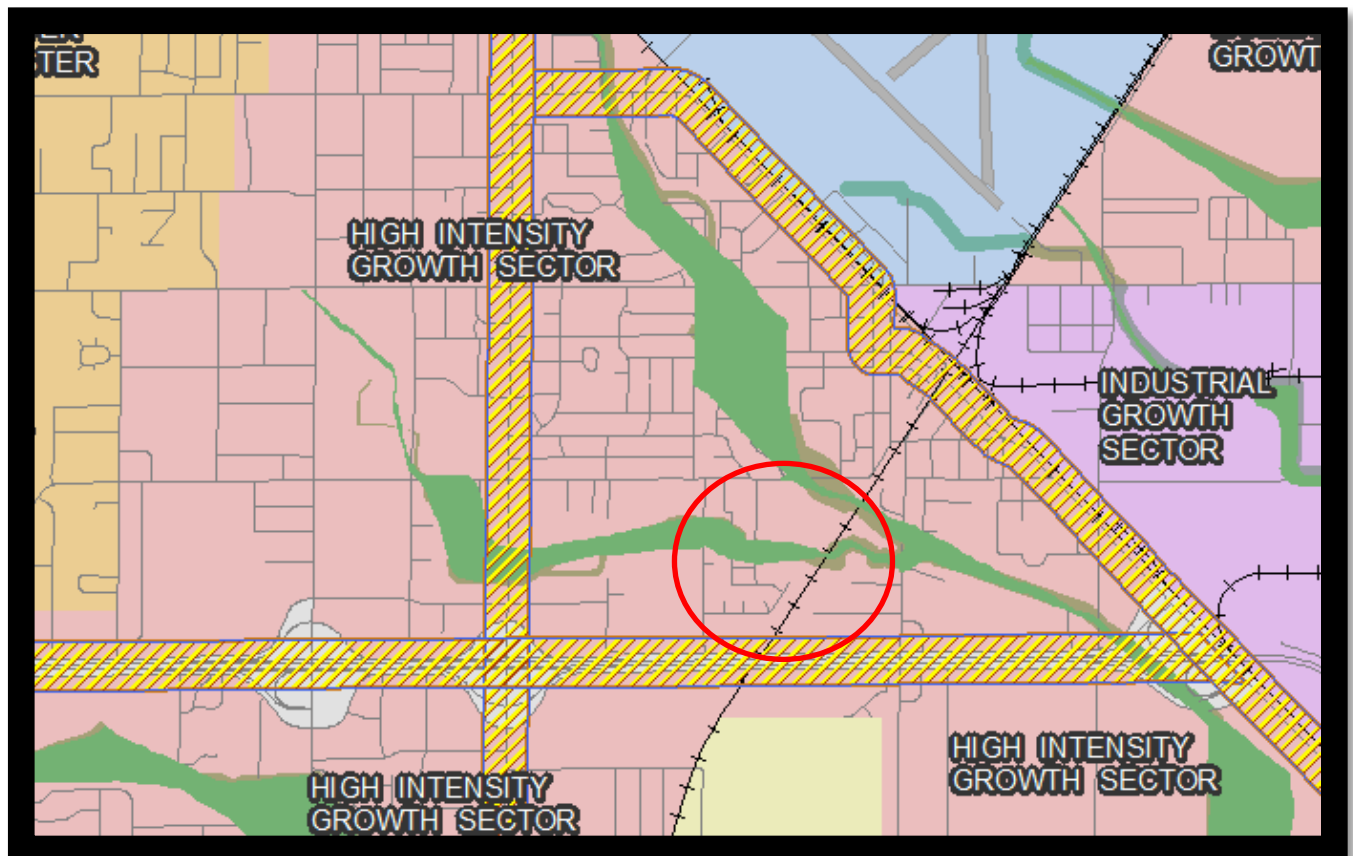
The Current/Future Land Use Map recommends this location as High Intensity Commercial Nodes / High Intensity Growth Sectors with a wide range of land uses is appropriate for this zone. This zone includes Multi-Family to Fast Food to Class A Office Space to Outdoor Display / Highway oriented businesses like Automotive Dealerships, because they will be located in areas where Sewer Service is readily available and Transportation Facilities are equipped to handle the traffic.

HIGH INTENSITY GROWTH SECTORS - RECOMMENDED USE TYPES INCLUDE:

- *Multi-Family*
- *Regional Shopping Centers*
- *Automotive Dealerships*
- *Outdoor Display Retail*
- *Fast Food Restaurants*
- *Service Stations*
- *Commercial and Office*
- *Call Centers*
- *Research and Development*
- *Medical*
- *Banks*
- *Big Box Commercial*
- *Hotel*

Density:

Multi-Family 8-14 Dwelling Units per Acre



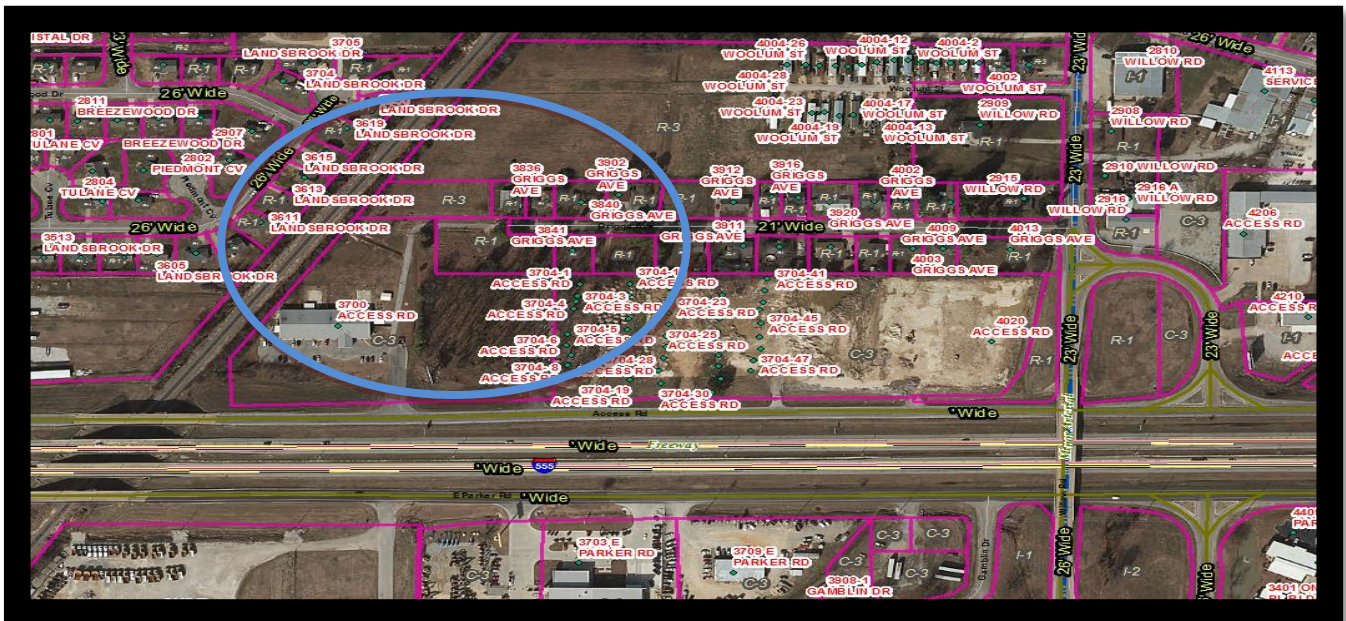
Land Use Map



Master Street Plan/Transportation







The subject property is served by Griggs Avenue. Griggs Avenue on the Master Street Plan is classified as a proposed Local, requiring a 60 ft. right-of-way. The applicant will be required to adhere to the Master Street Plan recommendations.

Aerial/Zoning Map



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are C-3 General Commercial Zoning in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property will likely not develop as residential. The R-1 Zoning does not allow building a commercial building.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper planning is implemented.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single-Family Residential Zone. The applicant owns the land to the west and to the south. The family develops land as hotel sites, and has plans to develop the land to the south as several hotels. The Holiday Inn Express is currently under construction. The owner has been experiencing some material theft and some vandalism on the hotel site and wants to construct a large warehouse type building for material and equipment storage to support the hotel construction.

The owner would like to construct a single warehouse type building containing approximately 9000 sq. ft.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 General Commercial District as follows:

Definition of C-3 General Commercial District - The purpose of this district is to provide appropriate locations for commercial and retail uses, which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled Arterial Street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	Reported no issues.	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	Reported no issues.	
MPO	No issues were reported	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	CWL
Code Enforcement	Reported no issues.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON MARCH 12, 2019

George Hamman of Civilogic on behalf of J.K. Kazi is requesting MAPC approval of a Rezoning from R-1 Single Family Medium Density District to C-3 General Commercial District Limited Use Overlay for .50 acres +/- of land located at 3841 Griggs Avenue.

George Hamman we prepaid the survey and the application for the Kazi's on this. It is a request to go C-3. They been having some theft and vandalism problems on their hotel sites that they are constructing. They want to have a place to store materials and their equipment while their hotel is under construction. They are not opposed at all at having an exterior finish of Brick, Stone or something like that to make the building a lot more attractive than just a medal building. When we talk yesterday that this was also their intent to access that building from the rear. This would be for deliveries, materials and everything. This would be for anything else, because they done want to put any of that traffic on Griggs Street. The Third thing is taller fencing and screening. Of course, we will have to do some landscaping on there. But what we would like to purpose is and asked that you approved so we don't have to go to Board of Zoning Adjustments is allow them to put an 8 ft. fence vinyl coated chain link fence with the metal slats in there so that it will become a visual barrier as well. The fence will be 8 ft. tall.

COMMISSION: JERRY REECE: In reference to Griggs Street, does that commit include construction equipment on Griggs for Ingress and Egress.

APPLICANT: George Hamman stated with the entire frontage that we have along the access road anyway. All the Construction Traffic will come from the Access Road.

COMMISSION: JERRY REECE: You only said materials; I was concerned about Concrete Trucks and things like that.

APPLICANT: George Hamman stated that the Concrete Trucks would come into the Hotel Sites. The Undeveloped Hotel Sites.

PLANNING: DERREL SMITH – DIRECTOR: This also meets five of the six criteria. The Letter D is the one that it does not exactly follow. With that said, we would recommend approval with the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment.
5. This property is along the I-555 Corridor. This needs to be brick, stone or masonry construction.

- 6. The Limited Use Overlay limitations are:**
- a. Single Building on the Site.**
 - b. Owner-occupied use.**
 - c. No part of the proposed building would be available for tenants.**
 - d. Equipment and material storage only.**
 - e. No industrial uses or noise allowed, aside from maneuvering equipment.**

PUBLIC COMMENTS:

LARRY SIMMS: The only problem I have is the flooding in that area. You may have covered some flooding and flood zone a few minutes ago. All the hotels are being built up here and we are all down here. All the water is coming on the property on the backside of Griggs, which is between Griggs and the Service Road. That is my only concern.

APPLICANT: George Hamman stated that we are following the drainage manual that the Flood Plain requirements are while building the buildings above the base flood elevations. In addition to that, we do have two detention ponds that have become part of this development

ENGINEERING: Michael Morris stated that do not you have a storm water drainage pipe that on the rear between the two hotels.

APPLICANT: George Hamman stated that they do.

ENGINEERING: Michael Morris stated they should catch all the water from the sites and take it to the pond.

CHAIR: Lonnie Roberts asked Mr. Larry Sims if that answered your question as the building are being built, they are going to install the pipe.

PUBLIC: Mr. Kazi explained to Mr. Larry Sims everything.

BOARD: Mr. Lonnie Roberts asked if there are any more public comments.

COMMISSION ACTION:

Mr. Dennis Zolper made a motion to approve Case: RZ: 19-04, as submitted, to the City Council with the stipulations that were read by the Planning Department along with access being from the Access Road and grant a variance allowing them to put up the 8 ft. fence around the perimeter of the building:

- 1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**
- 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**
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 - b. Owner-occupied use.
 - c. No part of the proposed building would be available for tenants.
 - d. Equipment and material storage only.
 - e. No industrial uses or noise allowed, aside from maneuvering equipment.
7. All access of the property will be from the Access Road.
8. Grant a variance allowing them to put up an 8 ft. fence around the perimeter of the building.

The MAPC find to rezone property from “R-1” Single Family Residential District to a “C-3” General Commercial District Limited Use Overlay for .50 +/- acres of land. Motion was seconded by Mr. Jim Little.

Roll Call Vote: 7-0, Aye’s: Jim Scurlock; Mary Margaret Jackson; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Dennis Zolper

Absent: David Handwork

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 19-04 a request to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District Limited Use Overlay; the following conditions are recommended:

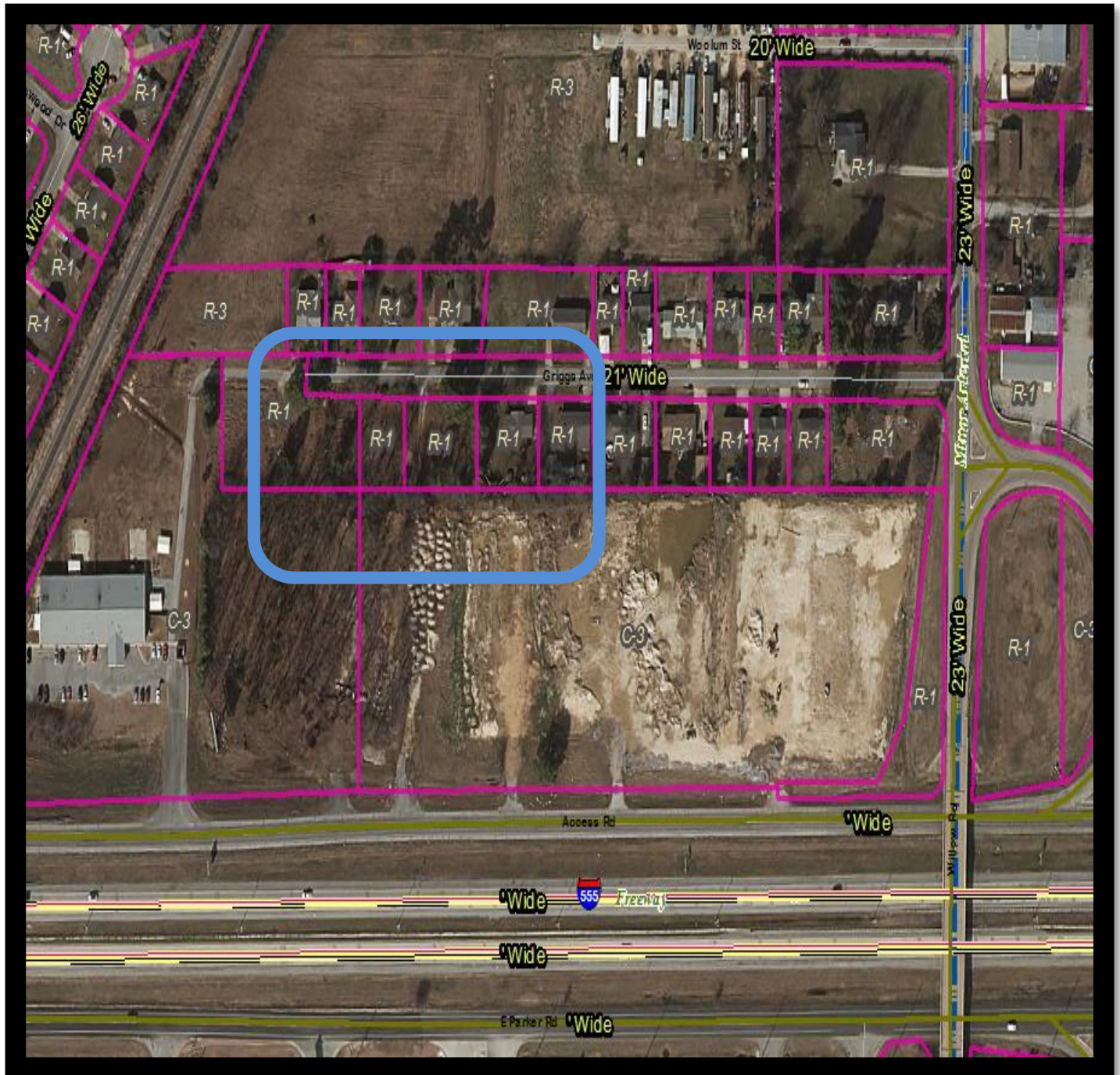
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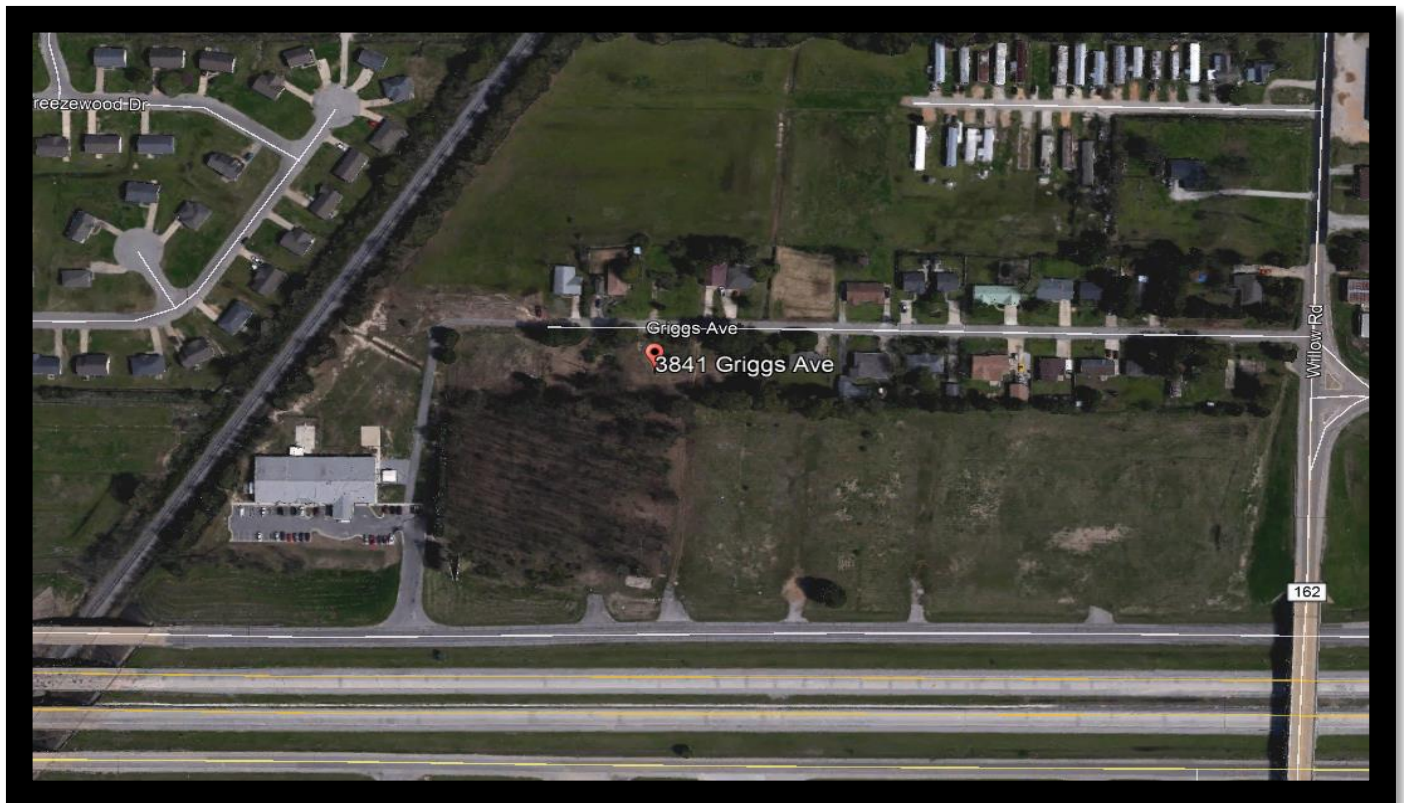
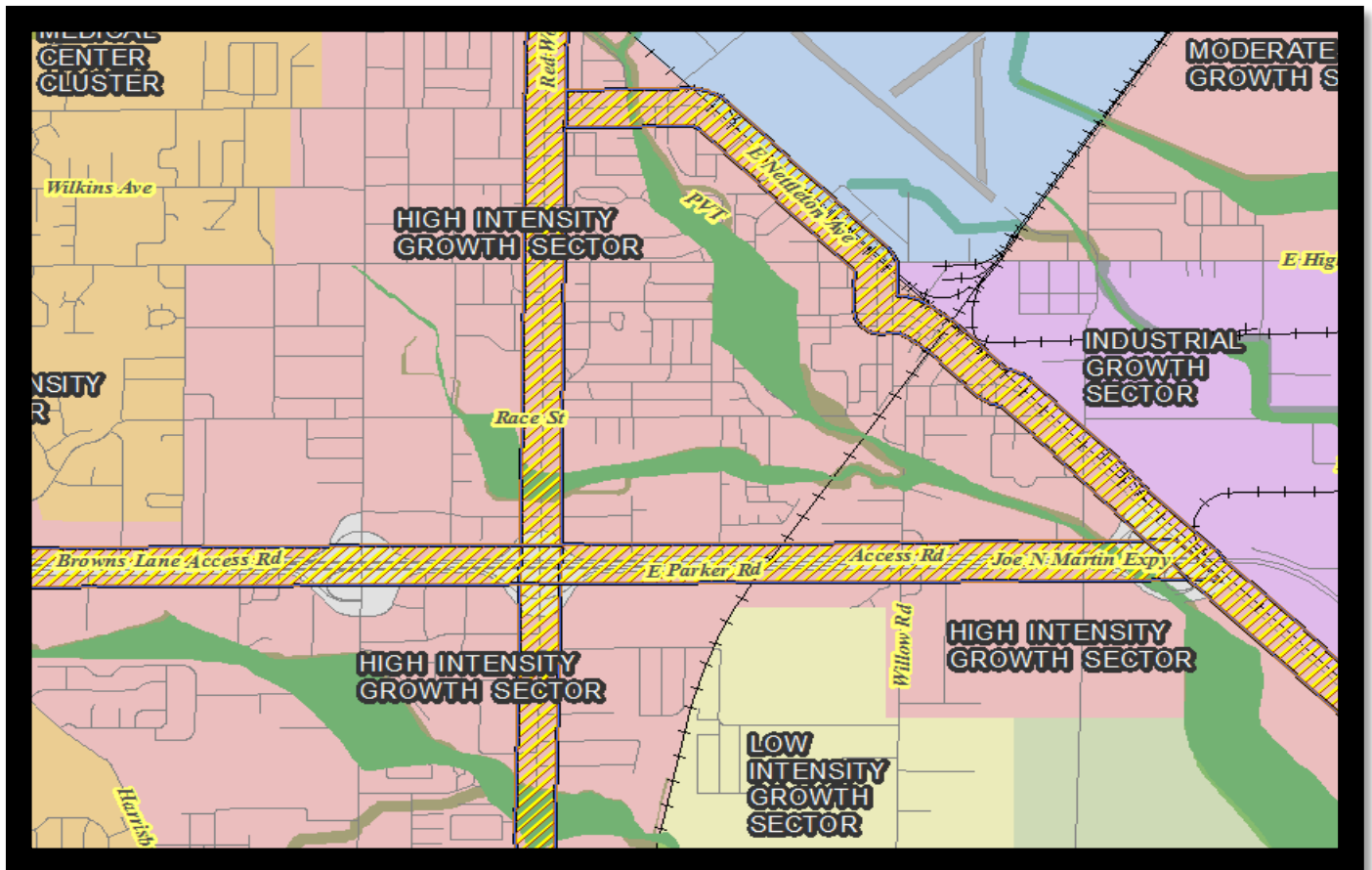
Respectfully Submitted for City Council Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 19-04 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area.

PICTURES OF LOCATION













Application
for a
Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 2.15.19
Case Number: RZ19-04

LOCATION:

Site Address: 3841 Griggs Avenue, Jonesboro, AR 72401

Side of Street: South side of Griggs Avenue

Quarter: Part of the Southeast Quarter of the Southwest Quarter of Section 27,
Township 14 North, Range 4 East

Attach a survey plat and legal description of the property proposed for rezoning. A registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 **Proposed Zoning:** C-3, LUO

Size of site (square feet and acres): 21,906 S.F. – 0.50 Acres
Street Frontage (feet): 209.00 feet along Griggs Avenue

Existing Use of the Site: Currently vacant

Character and adequacy of adjoining streets: Griggs Avenue is a residential street. The proposed use of this site will create virtually no traffic on a regular basis. The condition of Griggs Avenue should be adequate for the intended use.

Does public water serve the site? There is an existing 6" water line on the south side of Griggs Avenue.

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site?

There is an existing sanitary sewer line near the center of Griggs Avenue.

If not, how would sewer service be provided? N/A

Use of adjoining properties: North: Residential (R-1)

South: Vacant (C-3)

East: Residential (R-1)

West: Vacant (R-1)

Physical Characteristics of the site:

The site is currently vacant. The site appears to drain gently from south to north.

Characteristics of the neighborhood:

This site is bounded on the east and north sides by R-1 property. The applicant owns the property directly to the west and to the south. There is a mix of rental property and some owner-occupied property. It is an older subdivision that has been in place for quite some time, though not completely "built out".

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Areas Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to the application answering each of the following questions in detail:*

(1) How was the property zoned when the current owner purchased it?

The property was zoned R-1 at the time of acquisition.

(2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?

The applicant owns the land to the west and to the south. The family develops land as hotel sites, and has plans to develop the land to the south as several hotels. The Holiday Inn Express is currently under construction. The owner has been experiencing some material theft and some vandalism on the hotel site, and wants to construct a large warehouse-type building for material and equipment storage to support the hotel construction.

(3) If rezoned, how would the property be developed and used?

The applicant owns the land to the west and to the south. The family develops land as hotel sites, and has plans to develop the land to the south as several hotels. The Holiday Inn Express is currently under construction. The owner has been experiencing some material theft and some vandalism on the hotel site, and wants to construct a large warehouse-type building for material and equipment storage to support the hotel construction.

(4) What would be the density of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

The owner would like to construct a single warehouse type building containing approximately 9,000 square feet.

(5) Is the proposed rezoning consistent with the *Jonesboro Land Use Plan*?

The *Jonesboro Land Use Plan* indicates this area as the last residential parcel on Griggs Avenue, and shows it to be adjacent to "Retail General" on the west and south sides.

(6) How would the proposed rezoning be the public interest and benefit the community?

This rezoning would benefit the owner more than the community. However, there are also the obvious economic benefits of new construction, as well as added security for the applicant.

(7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

This land is surrounded by mixed uses. The request for C-3 would maintain consistency with the land to the south, which is also owned by the applicant. Upon completion of the hotel construction, this site would be virtually unseen from the Access Road or Willow Road. The only visibility would be along Griggs Avenue.

(8) Are there substantial reasons why the property cannot be used in accordance with the existing zoning?

The applicant does not have the proper classification to construct a warehouse, even for his own purposes. This is intended to be a Limited Use Overlay (LUO).

(9) How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

This proposed development should have no detrimental impact on any of the following aspects of the immediate area.

- A) Property Values
- B) Traffic
- C) Drainage
- D) Visual Appearance
- E) Odor
- F) Noise
- G) Light
- H) Vibration
- J) Hours
- K) Restrictions

(10) How long has the property remained vacant?

It is unknown if this property ever contained a home.

(11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

Considering the Limited Uses, a change in the zoning from R-1 to C-3, LUO should have no detrimental impact on any of the following aspects.

- A) Utilities
- B) Streets
- C) Drainage
- D) Parks
- E) Open Space
- F) Fire
- G) Police
- H) Emergency Medical Services

(12) If the rezoning is approved, when would development or redevelopment begin?

The owner is anxious to get started.

(13) How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposed rezoning has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with the neighbors may result in delay in hearing the application.*

The neighbors have not been contacted about this request.

(14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

This request is for a Limited Use Overlay. The proposed limitations are:

- A) Single building on the site.
- B) Owner-occupied use.
- C) No part of the proposed building would be available for tenants.
- D) Equipment and material storage only
- E) No industrial uses or noise allowed, aside from maneuvering equipment.

J. K. KAZI – REZONING APPLICATION

02/15/19

PAGE 6 OF 6

OWNERSHIP INFORMATION:

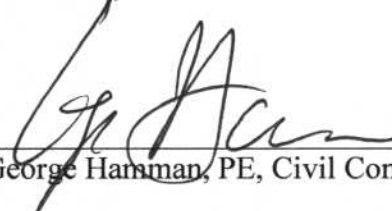
All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am an owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

The owner of the property is:

J. K. KAZI
2904 Phillips Drive
Jonesboro, AR 72401


George Hamman, PE, Civil Consultant

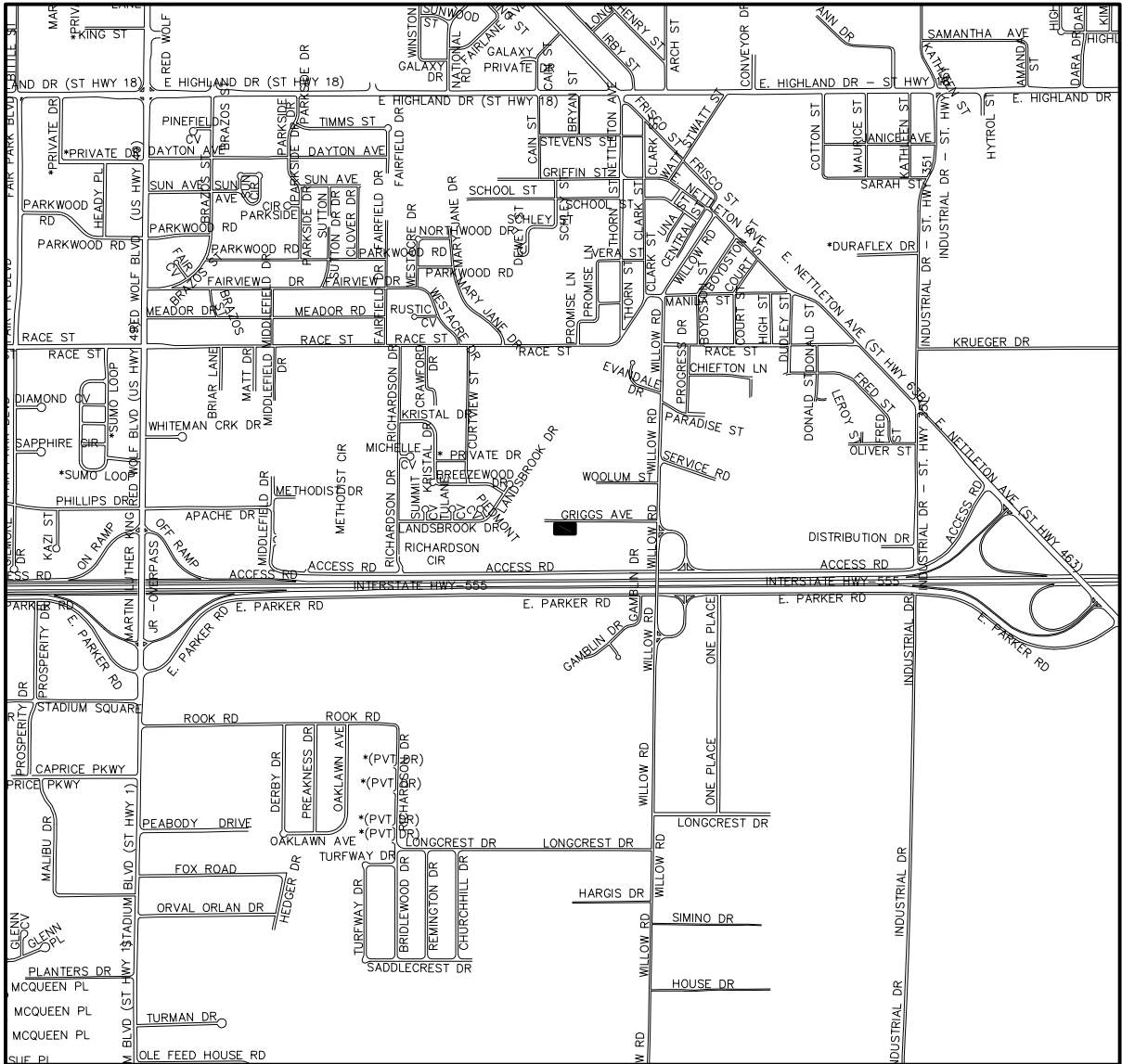
Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Deed: *Please attach a copy of the deed for the subject property.*

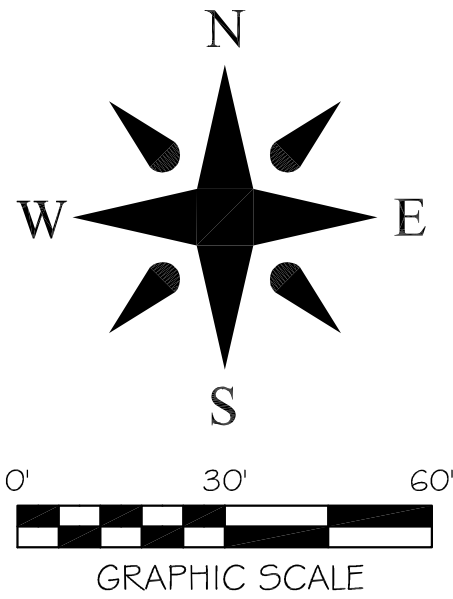
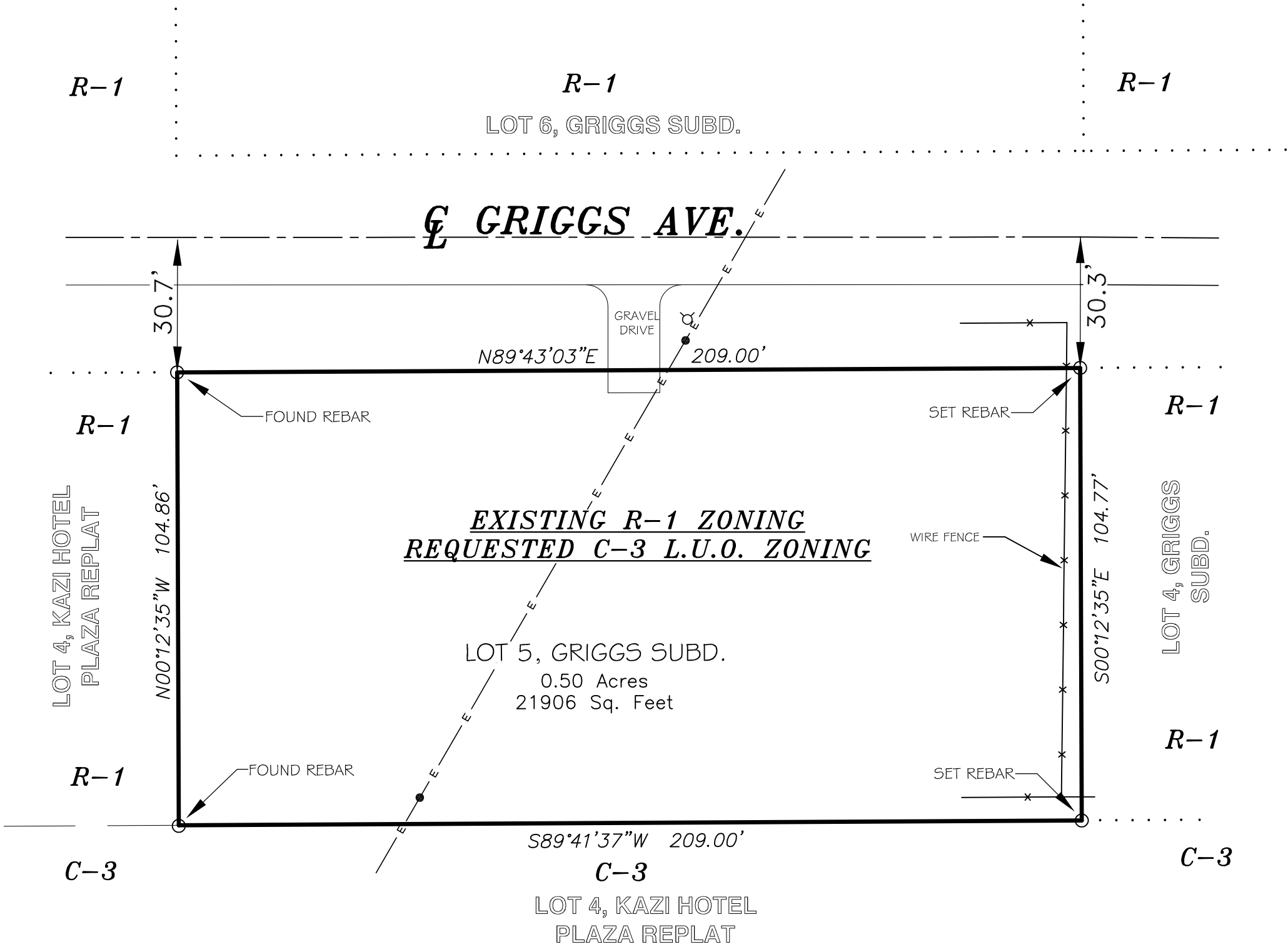
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VICINITY MAP

SCALE: 1"=2000'



LEGAL DESCRIPTION:

Lot 5 of Grigg's Subdivision of Part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 14 North, Range 4 East.

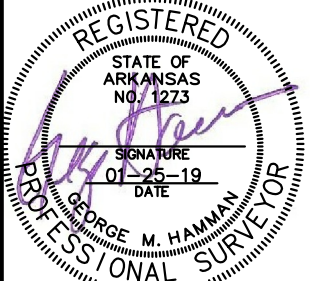
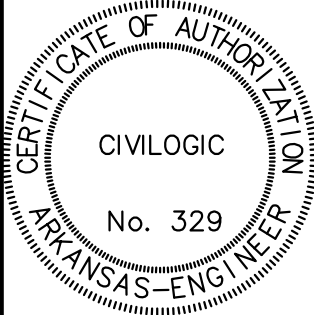
CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

NOTES:

- 1) All bearings are based on Arkansas North State Plane Coordinate system.
- 2) The exterior closure precision of the plat is in excess of 1' in 900,000'.
- 3) The research completed for this survey includes Legal Descriptions provided and previous surveys.
- 4) All corner monuments set are 1/2" rebar, unless otherwise noted on the plat.
- 5) Owner: John Kazi
- 6) Flood Plain: This tract does lie within the 100-yr Flood Plain per Flood Insurance rate map of Craighead Co., AR, and incorporated areas, Community Panel No. 05031C0132 C, dated 09-27-91.
- 7) Existing Zoning: R-1 (25' front & rear & 7.5' side setbacks)
Requested Zoning: C-3 LUO (25' front; 20' rear & 10' side setbacks)

REZONING PLAT
3841 GRIGGS AVE.
JONESBORO, ARKANSAS
FOR
JOHN KAZI



JOB NO.: 119013
SHEET NUMBER

1 of 1

ENGINEERS PLANNERS SURVEYORS

Civilogic

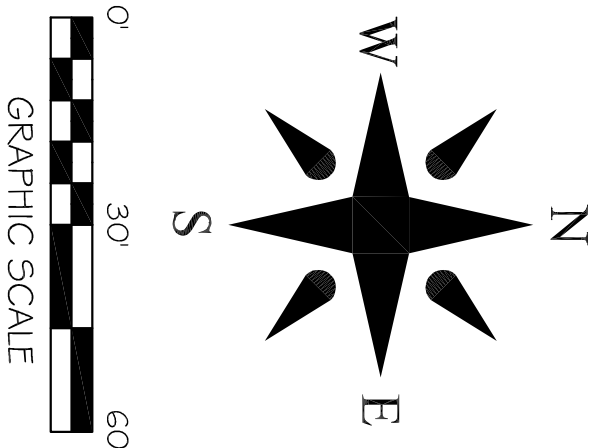
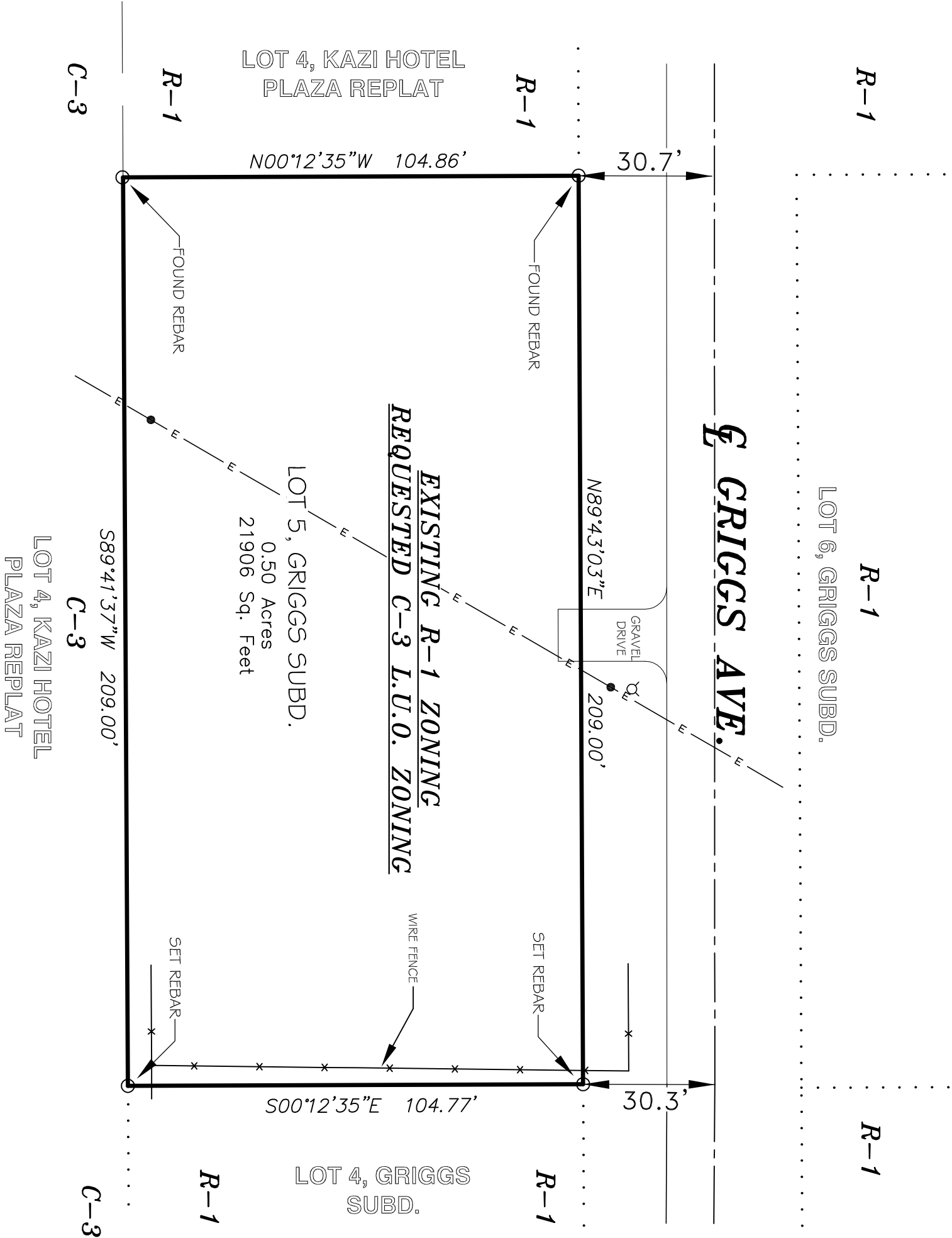
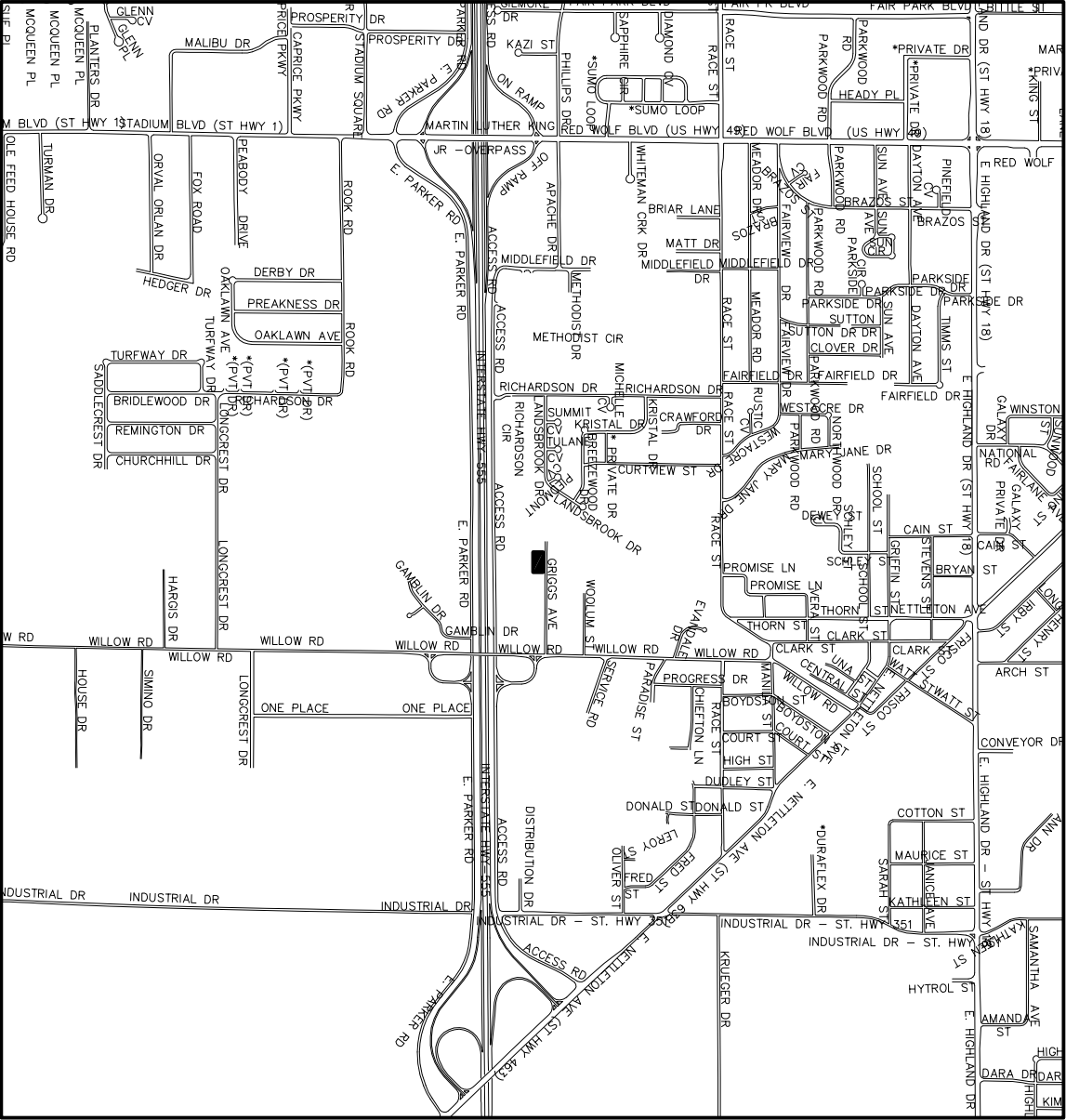
203 Southwest Dr.—Jonesboro, AR—(870)932-7880—www.civilogic.net

Drawn By: RE		Checked by: GH	
Date	Scale	Job No.	Sheet No.
01-25-19	1"=30'	119013	
Section	Township	Range	County
27	14N	04E	CRAIGHEAD
		1 of 1	

ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES

VICINITY MAP

SCALE: 1"=2000'



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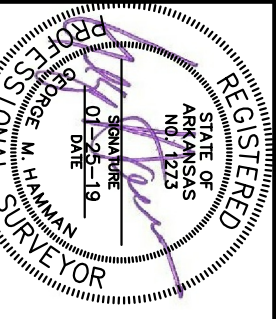
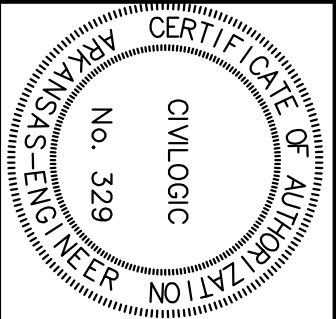
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ENGINEERS		PLANNERS		SURVEYORS		Drawn By: RE		Checked by: GH							
						Date 01-25-19		Scale 1"=30'		Job No. 119013		Sheet No.			
						Section 27		Township 14N		Range 04E		County CRAIGHEAD		1 of 1	
						ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES									
203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net						© 2019, Civilogic									

REZONING PLAT
3841 GRIGGS AVE.
JONESBORO, ARKANSAS
FOR
JOHN KAZI



JOB NO.: 119013
SHEET NUMBER



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-19:026 **Version:** 1 **Name:** Airport Commission Financial Statements ending March 31, 2019
Type: Other Communications **Status:** To Be Introduced
File created: 4/9/2019 **In control:** City Council
On agenda: **Final action:**
Title: Airport Commission Financial Statements ending March 31, 2019
Sponsors:
Indexes:
Code sections:
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Date	Ver.	Action By	Action	Result
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Airport Commission Financial Statements ending March 31, 2019

Jonesboro Airport Commission

Financial Statements

**For the One Month and Three Months ended March 31, 2019 and March 31,
2018**

Orr, Lamb & Fegtly, PLC
P. O. Box 1796
Jonesboro, AR 72403
870-972-1170

Accountants' Compilation Report

Management
Jonesboro Airport Commission
Jonesboro, AR

Management is responsible for the accompanying financial statements of Jonesboro Airport Commission, (a governmental organization) which comprise the statement of assets, liabilities and equity-- tax basis as of March 31, 2019, and the related statement of revenue and expenses- tax basis for the one month and three months ended March 31, 2019 and March 31, 2018 in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures and Statement of Cash Flows were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC
Jonesboro, Arkansas
Certified Public Accountants

April 07, 2019

Jonesboro Airport Commission
Statement of Assets, Liabilities and Equity- Tax Basis
As of March 31, 2019

Assets

Current Assets

Cash - Centennial Bank	\$ 1,060,465.30
Cash-Centennial Bank-Project Acct	<u>33,389.98</u>

Total Current Assets	<u>1,093,855.28</u>
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Property and Equipment

Net Property and Equipment	<u>0.00</u>
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Non Current Assets

Rice Growers Stock	<u>928.25</u>
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Total Non Current Assets	<u>928.25</u>
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Total Assets	<u><u>\$ 1,094,783.53</u></u>
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See accountants' compilation report.

Jonesboro Airport Commission
Statement of Assets, Liabilities and Equity- Tax Basis
As of March 31, 2019

Liabilities and Owners' Equity

Current Liabilities

Fica Taxes Payable	\$ 608.90
FWH Taxes Payable	405.25
SWH Taxes Payable	227.57
State Unemployment Payable	<u>376.86</u>

Total Current Liabilities	<u>1,618.58</u>
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Long-Term Liabilities

Total Long-Term Liabilities	<u>0.00</u>
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Total Liabilities	<u>1,618.58</u>
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Owners' Equity

Capital Contributions	979,106.39
Additional Paid In Capital	29,496.00
Net Income (Loss)	<u>84,562.56</u>

Total Owners' Equity	<u>1,093,164.95</u>
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Total Liabilities and Owners' Equity	<u><u>\$ 1,094,783.53</u></u>
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See accountants' compilation report.

Jonesboro Airport Commission General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
999	Undistributed			0.00		
Totals for 999					0.00	0.00
1020	Cash - Centennial Bank			1,042,707.66		
03/01/19	11144		Arkansas Blue Cross Blue Shield		(993.01)	
03/01/19	11145		Dept. of Finance & Administration		(230.37)	
03/01/19	11147		Metal Mart		(2,120.60)	
03/01/19	11148		Paypal Smart Connect		(701.89)	
03/01/19	11149		The Sherwin Williams Co.		(48.38)	
03/01/19	11152		Paypal Smart Connect		(110.75)	
03/01/19	P89		Payroll Journal Entry		(3,726.25)	
03/04/19	2092		Deposit-Fowler-Hangar Lease		858.78	
03/04/19	2093		Deposit-Arkansas Air Center, Inc.-Hangar Revenue		19,191.00	
03/04/19	2094		Deposit-Sharp/Jonesboro Aviation		2,105.80	
03/05/19	2097		Deposit-Golden Eye- 1/2 Hgr. #8 Lease Rent		250.00	
03/05/19	2098		Deposit- B & L Grisham - #8 Lease Rent		250.00	
03/05/19	11151		Metal Mart		(84.89)	
03/15/19	2099		Deposit - Baker - Office Lease - Bldg. #9		1,600.00	
03/15/19	2100		Deposit - Air Choice Rent		1,100.00	
03/15/19	31519		Payroll Deposit - 31519 - February Payment		(1,190.80)	
03/16/19	2101		Deposit - Eastern Aviation Fuels- Fuel Flowage Fee		4,601.10	
03/19/19	11153		AT & T		(201.02)	
03/19/19	11154		AT & T Mobility		(190.41)	
03/19/19	11155		Cahoon & Smith Law Office		(250.00)	
03/19/19	11156		Dixie Contractors		(585.69)	
03/19/19	11157		French Electric, Inc.		(488.60)	
03/19/19	11158		Greg Moore		(675.00)	
03/19/19	11159		Office Depot Credit		(175.48)	
03/19/19	11160		Orr, Lamb & Feghtly		(500.00)	
03/19/19	11161		Paypal Smart Connect		(84.65)	
03/19/19	11162		Ray-Ad Specialities		(373.24)	
03/19/19	11163		Suddenlink		(86.94)	
03/19/19	11164		Suddenlink		(122.20)	
03/19/19	11165		Ditta Door Hardware, In.		(423.15)	
03/26/19	11166		Honey Baked Ham		(183.37)	
03/31/19	2102		Centennial Bank		1,347.65	
Totals for 1020					17,757.64	1,060,465.30
1021	Cash - American State Bank			0.00		
Totals for 1021					0.00	0.00
1030	CD - American State Bk #8168			0.00		
Totals for 1030					0.00	0.00
1031	CD - American State Bk #7908			0.00		
Totals for 1031					0.00	0.00
1032	CD - American State Bk #81111			0.00		
Totals for 1032					0.00	0.00
1033	CD - Liberty Bank			0.00		
Totals for 1033					0.00	0.00
1034	Cash-Centennial Bank-Project Acct			33,347.50		
03/31/19	2103		Centennial Savings		42.48	
Totals for 1034					42.48	33,389.98

Jonesboro Airport Commission
General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
1060	Accounts Receivable-Phillip Steed			0.00		
			Totals for 1060		<u>0.00</u>	<u>0.00</u>
1070	Allowance - Doubtful Accounts			0.00		
			Totals for 1070		<u>0.00</u>	<u>0.00</u>
1090	Notes Receivable			0.00		
			Totals for 1090		<u>0.00</u>	<u>0.00</u>
1100	Employee Receivable			0.00		
			Totals for 1100		<u>0.00</u>	<u>0.00</u>
1110	Inventory			0.00		
			Totals for 1110		<u>0.00</u>	<u>0.00</u>
1120	Prepaid Expenses			0.00		
			Totals for 1120		<u>0.00</u>	<u>0.00</u>
2010	Land			0.00		
			Totals for 2010		<u>0.00</u>	<u>0.00</u>
2015	Farm & Office Equipment			0.00		
			Totals for 2015		<u>0.00</u>	<u>0.00</u>
2016	Other Equipment			0.00		
			Totals for 2016		<u>0.00</u>	<u>0.00</u>
2020	Plant Investments			0.00		
			Totals for 2020		<u>0.00</u>	<u>0.00</u>
2021	Asset			0.00		
			Totals for 2021		<u>0.00</u>	<u>0.00</u>
2022	Current Dispositions			0.00		
			Totals for 2022		<u>0.00</u>	<u>0.00</u>
2030	Accum Depreciation			0.00		
			Totals for 2030		<u>0.00</u>	<u>0.00</u>
2031	Addl Depr			0.00		
			Totals for 2031		<u>0.00</u>	<u>0.00</u>
2032	Depr Written Off			0.00		
			Totals for 2032		<u>0.00</u>	<u>0.00</u>
2510	Other asset			0.00		
			Totals for 2510		<u>0.00</u>	<u>0.00</u>
2520	Airport Master Plan			0.00		
			Totals for 2520		<u>0.00</u>	<u>0.00</u>
2530	Rice Growers Stock			928.25		
			Totals for 2530		<u>0.00</u>	<u>928.25</u>

Jonesboro Airport Commission

General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
3010	Accounts Payable			0.00		
			Totals for 3010		0.00	0.00
3020	Notes Payable-LOC-Liberty Bank			0.00		
			Totals for 3020		0.00	0.00
3040	Fica Taxes Payable			(660.29)		
03/01/19	P89		Payroll Journal Entry		(732.51)	
03/15/19	31519		FICA- 31519 - February Payment		783.90	
			Totals for 3040		51.39	(608.90)
3050	FWH Taxes Payable			(405.25)		
03/01/19	P89		Payroll Journal Entry		(406.90)	
03/15/19	31519		FWH- 31519 - February Payment		406.90	
			Totals for 3050		0.00	(405.25)
3060	SWH Taxes Payable			(228.55)		
03/01/19	11145		Dept. of Finance & Administration		230.37	
03/01/19	P89		Payroll Journal Entry		(229.39)	
			Totals for 3060		0.98	(227.57)
3070	OCSE			0.00		
			Totals for 3070		0.00	0.00
3080	State Unemployment Payable			(327.80)		
03/01/19	P89		Payroll Journal Entry		(49.06)	
			Totals for 3080		(49.06)	(376.86)
3120	City of Jonesboro-FAA			0.00		
			Totals for 3120		0.00	0.00
3130	Other Accrued Expenses			0.00		
			Totals for 3130		0.00	0.00
4010	Notes Payable - Liberty Bank			0.00		
			Totals for 4010		0.00	0.00
4020	Notes Payable - Addl Borr			0.00		
			Totals for 4020		0.00	0.00
4030	Notes Payable - Payment			0.00		
			Totals for 4030		0.00	0.00
5010	City Water & Light			142,344.55		
			Totals for 5010		0.00	142,344.55
5011	Jonesboro Chamber of Commerce			0.00		
			Totals for 5011		0.00	0.00
5012	City of Jonesboro			0.00		
			Totals for 5012		0.00	0.00
5013	Federal/State Grants			(29,496.00)		
			Totals for 5013		0.00	(29,496.00)
5014	Craighead County			0.00		

Jonesboro Airport Commission
General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
Totals for 5014					0.00	0.00
5020	Addl Paid In Capital			0.00		
Totals for 5020					0.00	0.00
5025	C.S.I. created O.O.B. A/C			0.00		
Totals for 5025					0.00	0.00
5030	Beg Retained Earnings			(1,121,450.94)		
Totals for 5030					0.00	(1,121,450.94)
6001	Grant Revenue-City of Jonesboro			(70,000.00)		
Totals for 6001					0.00	(70,000.00)
6002	Grant Revenue-Federal & State			(54,477.00)		
Totals for 6002					0.00	(54,477.00)
6003	Construction Reimbursements- non grant			(2,944.02)		
Totals for 6003					0.00	(2,944.02)
6009	T-Hanger Lease #2/#3			0.00		
Totals for 6009					0.00	0.00
6010	Hanger Revenue - FBO			(38,382.00)		
03/04/19	2093		Arkansas Air Center, Inc.-Hangar Revenue		(19,191.00)	
Totals for 6010					(19,191.00)	(57,573.00)
6011	Revenue-Sharp Aviation			(6,317.40)		
03/04/19	2094		03/2019 Hgr #20 Lease Rent		(2,105.80)	
Totals for 6011					(2,105.80)	(8,423.20)
6012	Revenue-Gate Card Fees			(2,000.00)		
Totals for 6012					0.00	(2,000.00)
6013	Revenue-Picture Display Fees			(1,000.00)		
Totals for 6013					0.00	(1,000.00)
6014	T Hanger Leases			0.00		
Totals for 6014					0.00	0.00
6015	Fuel Flowage			(10,446.45)		
03/16/19	2101		03/2019 Fuel Flowage Fee		(4,601.10)	
Totals for 6015					(4,601.10)	(15,047.55)
6016	HANGER-FOWLER FOODS			(1,717.56)		
03/04/19	2092		Fowler-Hangar Lease		(858.78)	
Totals for 6016					(858.78)	(2,576.34)
6017	HANGER-RAE			(3,790.32)		
Totals for 6017					0.00	(3,790.32)
6018	HANGER-BAKER			(3,200.00)		
03/15/19	2099		Baker - Office Lease		(1,600.00)	
Totals for 6018					(1,600.00)	(4,800.00)
6019	HANGER-Goldeneye			(250.00)		

**Jonesboro Airport Commission
General Ledger**

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
Totals for 6019					0.00	(250.00)
6020	Auto Rental Agency & Land Lease			(300.00)		
Totals for 6020					0.00	(300.00)
6021	HANGER-HYTROL			(300.00)		
Totals for 6021					0.00	(300.00)
6022	HANGER-GOLDEN EYE			(750.00)		
03/05/19	2097		Golden Eye - 1/2 Hgr. #8 Lease Rent		(250.00)	
03/05/19	2098		03/2019 Hgr. #8 Lease Rent		(250.00)	
Totals for 6022					(500.00)	(1,250.00)
6030	Terminal Building Leases-AIR CHOICE			(2,200.00)		
03/15/19	2100		Air Choice One (1) Rent		(1,100.00)	
Totals for 6030					(1,100.00)	(3,300.00)
6031	Terminal Building Leases			0.00		
Totals for 6031					0.00	0.00
6040	Farm Rents			0.00		
Totals for 6040					0.00	0.00
6050	ASU Lease			0.00		
Totals for 6050					0.00	0.00
6060	Other Income			0.00		
Totals for 6060					0.00	0.00
7005	Grant Project Expenditures			78,303.33		
Totals for 7005					0.00	78,303.33
7006	Capital Expenditures- Non Grant			0.00		
Totals for 7006					0.00	0.00
7010	Grounds			1,549.08		
03/01/19	11148		Paypal Smart Connect		171.38	
03/01/19	11149		The Sherwin Williams Co.		48.38	
03/19/19	11162		Ray-Ad Specialities		373.24	
Totals for 7010					593.00	2,142.08
7020	Runways			1,237.00		
Totals for 7020					0.00	1,237.00
7030	Hanger Expense-FBO			6,113.20		
Totals for 7030					0.00	6,113.20
7035	T-Hanger Expense			10,655.75		
03/01/19	11148		Paypal Smart Connect		430.52	
03/01/19	11152		Paypal Smart Connect		110.75	
03/19/19	11157		French Electric, Inc.		162.75	
03/19/19	11165		Ditta Door Hardware, In.		423.15	
Totals for 7035					1,127.17	11,782.92
7040	Terminal Building Expense-			18,454.23		
03/19/19	11156		Dixie Contractors		585.69	

Jonesboro Airport Commission General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
03/19/19	11158		Greg Moore		675.00	
03/19/19	11161		Paypal Smart Connect		11.00	
03/19/19	11164		Suddenlink		122.20	
			Totals for 7040		<u>1,393.89</u>	<u>19,848.12</u>
7041	Terminal Building Expense			530.81		
			Totals for 7041		<u>0.00</u>	<u>530.81</u>
7050	Flight Service Station			0.00		
			Totals for 7050		<u>0.00</u>	<u>0.00</u>
7051	Fire Rescue Building Expense			1,073.24		
03/19/19	11163		Suddenlink		86.94	
			Totals for 7051		<u>86.94</u>	<u>1,160.18</u>
7052	Sharp Aviation Expense			395.81		
			Totals for 7052		<u>0.00</u>	<u>395.81</u>
7053	Old Terminal Bldg - CAP			0.00		
			Totals for 7053		<u>0.00</u>	<u>0.00</u>
7060	Beacon & Field Lights			0.00		
03/19/19	11157		French Electric, Inc.		325.85	
			Totals for 7060		<u>325.85</u>	<u>325.85</u>
7100	Other Direct Costs			0.00		
			Totals for 7100		<u>0.00</u>	<u>0.00</u>
7200	Freight			0.00		
			Totals for 7200		<u>0.00</u>	<u>0.00</u>
8010	Advertising			1,109.81		
			Totals for 8010		<u>0.00</u>	<u>1,109.81</u>
8020	Amortization			0.00		
			Totals for 8020		<u>0.00</u>	<u>0.00</u>
8030	Auto Expense			0.00		
			Totals for 8030		<u>0.00</u>	<u>0.00</u>
8040	Bad Debts			0.00		
			Totals for 8040		<u>0.00</u>	<u>0.00</u>
8050	Bank Charges			0.00		
			Totals for 8050		<u>0.00</u>	<u>0.00</u>
8060	Commissions			0.00		
			Totals for 8060		<u>0.00</u>	<u>0.00</u>
8070	Contributions/Donations			0.00		
			Totals for 8070		<u>0.00</u>	<u>0.00</u>
8080	Depreciation			0.00		
			Totals for 8080		<u>0.00</u>	<u>0.00</u>
8090	Dues/Subscriptions			0.00		

Jonesboro Airport Commission

General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
Totals for 8090					<u>0.00</u>	<u>0.00</u>
8100 Insurance				0.00		
Totals for 8100					<u>0.00</u>	<u>0.00</u>
8110 Insurance - Medical				405.97		
03/01/19	11144		Arkansas Blue Cross Blue Shield		993.01	
03/01/19	P89		Payroll Journal Entry		<u>(293.52)</u>	
Totals for 8110					<u>699.49</u>	<u>1,105.46</u>
8120 Insurance - Fire				0.00		
Totals for 8120					<u>0.00</u>	<u>0.00</u>
8130 Janitorial				0.00		
Totals for 8130					<u>0.00</u>	<u>0.00</u>
8140 Office Expense				0.00		
Totals for 8140					<u>0.00</u>	<u>0.00</u>
8150 Outside Services				0.00		
Totals for 8150					<u>0.00</u>	<u>0.00</u>
8160 Payroll Taxes				1,044.33		
03/01/19	P89		Payroll Journal Entry		415.32	
Totals for 8160					<u>415.32</u>	<u>1,459.65</u>
8170 Postage				120.00		
Totals for 8170					<u>0.00</u>	<u>120.00</u>
8180 Rent Expense				0.00		
Totals for 8180					<u>0.00</u>	<u>0.00</u>
8190 Repairs/Maintenance				261.71		
03/01/19	11147		Metal Mart		2,120.60	
03/05/19	11151		Metal Mart		84.89	
Totals for 8190					<u>2,205.49</u>	<u>2,467.20</u>
8200 Salaries - Manager				9,211.64		
03/01/19	P89		Payroll Journal Entry		4,878.31	
Totals for 8200					<u>4,878.31</u>	<u>14,089.95</u>
8210 Salaries - Other				624.00		
03/01/19	P89		Payroll Journal Entry		144.00	
Totals for 8210					<u>144.00</u>	<u>768.00</u>
8211 Salaries-Fireman				0.00		
Totals for 8211					<u>0.00</u>	<u>0.00</u>
8220 Supplies				497.39		
03/01/19	11148		Paypal Smart Connect		99.99	
03/19/19	11159		Office Depot Credit		175.48	
Totals for 8220					<u>275.47</u>	<u>772.86</u>
8230 Taxes/License				0.00		
Totals for 8230					<u>0.00</u>	<u>0.00</u>

Jonesboro Airport Commission

General Ledger

March 1, 2019 - March 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
8240 Telephone				676.40		
03/19/19	11153		AT & T		201.02	
03/19/19	11154		AT & T Mobility		190.41	
			Totals for 8240		<u>391.43</u>	<u>1,067.83</u>
8245 Meetings/Travel				0.00		
03/19/19	11161		Paypal Smart Connect		73.65	
			Totals for 8245		<u>73.65</u>	<u>73.65</u>
8250 Meals/Entertainment				183.86		
03/26/19	11166		Honey Baked Ham		183.37	
			Totals for 8250		<u>183.37</u>	<u>367.23</u>
8260 Utilities				0.00		
			Totals for 8260		<u>0.00</u>	<u>0.00</u>
8270 Misc Expense				0.00		
			Totals for 8270		<u>0.00</u>	<u>0.00</u>
8280 Legal & Accounting				1,300.00		
03/19/19	11155		Cahoon & Smith Law Office		250.00	
03/19/19	11160		Orr, Lamb & Fegly		500.00	
			Totals for 8280		<u>750.00</u>	<u>2,050.00</u>
9010 Interest Income				(2,431.94)		
03/31/19	2102		03/2019 Gen Account Bank Interest		(1,347.65)	
03/31/19	2103		03/2019 Project Account Bank Ineterest		(42.48)	
			Totals for 9010		<u>(1,390.13)</u>	<u>(3,822.07)</u>
9030 Interest Expense				0.00		
			Totals for 9030		<u>0.00</u>	<u>0.00</u>
9100 Income Taxes				0.00		
			Totals for 9100		<u>0.00</u>	<u>0.00</u>
			Report Total			<u>0.00</u>
Net Profit/(Loss)						
Current Period			17,803.43			
Year-to-Date			<u>84,562.56</u>			

Distribution count = 78

Jonesboro Airport Commission
Statement of Revenue and Expenses- Tax Basis

	1 Month Ended March 31, 2019	1 Month Ended March 31, 2018	3 Months Ended March 31, 2019	3 Months Ended March 31, 2018
Rental Income				
Grant Revenue-City of Jonesboro	\$ 0.00	\$ 0.00	\$ 70,000.00	\$ 70,000.00
Grant Revenue-Federal & State	0.00	2,871.62	54,477.00	14,131.62
Construction Reimbursements- non grant	0.00	0.00	2,944.02	6,553.54
Hanger Revenue - FBO	19,191.00	19,191.00	57,573.00	57,573.00
Revenue-Sharp Aviation	2,105.80	2,105.80	8,423.20	6,317.40
Revenue-Gate Card Fees	0.00	50.00	2,000.00	400.00
Revenue-Picture Display Fees	0.00	0.00	1,000.00	0.00
Fuel Flowage	4,601.10	5,846.85	15,047.55	17,393.25
HANGER-FOWLER FOODS	858.78	858.78	2,576.34	2,576.34
HANGER-RAE	0.00	0.00	3,790.32	0.00
HANGER-BAKER	1,600.00	1,600.00	4,800.00	4,800.00
HANGER-Goldeneye	0.00	0.00	250.00	0.00
Auto Rental Agency & Land Lease	0.00	0.00	300.00	300.00
HANGER-HYTROL	0.00	0.00	300.00	4,340.32
HANGER-GOLDEN EYE	500.00	500.00	1,250.00	1,500.00
Terminal Building Leases-AIR CHOICE	1,100.00	1,100.00	3,300.00	3,350.00
Total Rental Income	<u>29,956.68</u>	<u>34,124.05</u>	<u>228,031.43</u>	<u>189,235.47</u>
Cost of Goods Sold				
Grant Project Expenditures	0.00	0.00	78,303.33	11,853.16
Grounds	593.00	134.85	2,142.08	(531.09)
Runways	0.00	0.00	1,237.00	0.00
Hanger Expense-FBO	0.00	412.40	6,113.20	11,456.05
T-Hanger Expense	1,127.17	223.73	11,782.92	223.73
Terminal Building Expense-	1,393.89	2,220.48	19,848.12	17,955.17
Terminal Building Expense	0.00	0.00	530.81	395.81
Fire Rescue Building Expense	86.94	84.95	1,160.18	650.66
Sharp Aviation Expense	0.00	0.00	395.81	395.81
Beacon & Field Lights	325.85	0.00	325.85	0.00
Total Cost of Goods Sold	<u>3,526.85</u>	<u>3,076.41</u>	<u>121,839.30</u>	<u>42,399.30</u>
Gross Profit	<u>26,429.83</u>	<u>31,047.64</u>	<u>106,192.13</u>	<u>146,836.17</u>
Operating Expenses				
Advertising	0.00	82.40	1,109.81	221.45
Dues/Subscriptions	0.00	0.00	0.00	55.00
Insurance	0.00	0.00	0.00	450.00
Insurance - Medical	699.49	629.35	1,105.46	1,888.05
Office Expense	0.00	341.91	0.00	341.91
Payroll Taxes	415.32	330.29	1,459.65	1,030.32
Postage	0.00	0.00	120.00	210.00
Repairs/Maintenance	2,205.49	0.00	2,467.20	407.55
Salaries - Manager	4,878.31	4,333.33	14,089.95	12,999.99
Salaries - Other	144.00	72.00	768.00	360.00
Supplies	275.47	40.62	772.86	459.93
Telephone	391.43	367.71	1,067.83	1,341.14
Meetings/Travel	73.65	0.00	73.65	0.00
Legal & Accounting	750.00	525.00	2,050.00	1,350.00
Total Rental Expenses	<u>9,833.16</u>	<u>6,722.61</u>	<u>25,084.41</u>	<u>21,115.34</u>
Rental Income (Loss)	<u>16,596.67</u>	<u>24,325.03</u>	<u>81,107.72</u>	<u>125,720.83</u>
Other Income (Expenses)				
Interest Income	1,390.13	650.28	3,822.07	1,807.07

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenue and Expenses- Tax Basis

	1 Month Ended March 31, 2019	1 Month Ended March 31, 2018	3 Months Ended March 31, 2019	3 Months Ended March 31, 2018
Meals/Entertainment	<u>(183.37)</u>	<u>(146.69)</u>	<u>(367.23)</u>	<u>(293.38)</u>
Total Other Income (Expenses)	<u>1,206.76</u>	<u>503.59</u>	<u>3,454.84</u>	<u>1,513.69</u>
Net Income (Loss) Before Taxes	<u>17,803.43</u>	<u>24,828.62</u>	<u>84,562.56</u>	<u>127,234.52</u>
Net Income (Loss)	<u>\$ 17,803.43</u>	<u>\$ 24,828.62</u>	<u>\$ 84,562.56</u>	<u>\$ 127,234.52</u>

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