



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, July 15, 2025

5:30 PM

Municipal Center, 300 S. Church

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### **PUBLIC SAFETY COUNCIL COMMITTEE MEETING AT 5:00 P.M.**

*Council Chambers, Municipal Center*

#### **1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.**

#### **2. PLEDGE OF ALLEGIANCE AND INVOCATION**

#### **3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT**

#### **4. SPECIAL PRESENTATIONS**

**COM-25:027** PRESENTATION DISCUSSING A COMPREHENSIVE MASTER GROWTH PLAN BY REPRESENTATIVE FROM DPZ AND CRAFTON TULL

**Sponsors:** Mayor's Office

#### **5. CONSENT AGENDA**

*The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.*

**MIN-25:058** MINUTES FOR THE CITY COUNCIL MEETING ON JULY 1, 2025

**Attachments:** [CC Minutes 07012025.pdf](#)

**RES-25:063** A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY AT 593 S MADISON STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Premanent ROW - Carmel Moon.pdf](#)

**Legislative History**

7/1/25	Public Works Council Committee	Recommended to Council
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**RES-25:065** A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement - 641 W Cherry.pdf](#)

**Legislative History**

7/1/25 Public Works Council Recommended to Council  
Committee

**RES-25:069** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT RIGHT-OF-WAY FROM JAMES KELLER, TRUSTEE OF THE JAMES KELLER LIVING TRUST, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Right-of-Way .pdf](#)

**Legislative History**

7/1/25 Public Works Council Recommended to Council  
Committee

**RES-25:073** A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 1509 WOOD STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Construction Easement - 1509 Wood Street.pdf](#)  
[POA.pdf](#)

**Legislative History**

7/1/25 Public Works Council Recommended to Council  
Committee

**RES-25:074** A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 101 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 101 Mark Street.pdf](#)

**Legislative History**

7/1/25 Public Works Council Recommended to Council  
Committee

**RES-25:075** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 715 N. PATRICK STREET, PARCEL 01-144074-01300, OWNED BY ARETHA & CLARENCE FOX IN THE AMOUNT OF \$1,565.00

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 715 N Patrick St Notice of Violation.pdf](#)  
[02. 715 N Patrick Clean Up Billing Request.pdf](#)  
[03. 715 N Patrick Clean Up Invoice.pdf](#)  
[04. 715 N Patrick Council Notice.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
 Council Committee

**RES-25:076** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275.00

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 2612 Crawford Notice of Violation.pdf](#)  
[02. 2612 Crawford Billing Request.pdf](#)  
[03. 2612 Crawford Mowing Invoice.pdf](#)  
[04. 2612 Crawford Council Notice.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
 Council Committee

**RES-25:077** A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [ASU Baseball Contract.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
 Council Committee

**RES-25:078** A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE SOCCER FIELD AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [ASU Soccer Contract.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
 Council Committee

**RES-25:079** A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH DENVER'S REFRIGERATION FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Denvers Refrig - Signed by them.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:080** A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH COACH JOEY'S FASTPITCH ACADEMY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Coach Joeys Fastpitch Academy - Signed by them.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:087** RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

**Sponsors:** Grants

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:088** RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

**Sponsors:** Grants

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:089** A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE FY2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN THAT INCLUDES THE FY2025-2026 CDBG PROJECTS, ACTIVITIES AND BUDGET

**Sponsors:** Grants and Community Development

**Attachments:** [Public Service Organization FY20252026 RFP Grants Handout for 07082025.pc](#)  
[FY25-26 CDBG Annual Action Plan Draft.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:090** A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY2025 49 U.S.C. SECTION 5339 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

**Sponsors:** Grants and JETS

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:091** A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF 11 VEHICLES UNDER THE 2025 BUDGET

**Sponsors:** Parks & Recreation, JETS and Finance

**Attachments:** [July Vehicle Purchase Attachment.pdf](#)

**Legislative History**

7/8/25 Finance & Administration Recommended to Council  
Council Committee

## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

**ORD-25:026** AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR SLATE ASSOCIATION DBA ROCK N ROLL SUSHI

**Attachments:** [Private Club Permit\\_Redacted](#)  
[Publication Receipt](#)

**ORD-25:027** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-2 TO C-3 FOR PROPERTY LOCATED AT 500. N. CULBERHOUSE ST. AS REQUESTED BY 1ST PRODUCE AND FOODS.

**Attachments:** [Zoning Application](#)  
[Certified Receipts](#)  
[Redemption Deed](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Warranty Deed](#)  
[Staff Summary](#)  
[Publication Receipt](#)  
[MAPC Minutes](#)

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

**ORD-25:018** AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

**Sponsors:** Engineering

**Legislative History**

6/17/25	Public Safety Council Committee	Recommended to Council
7/1/25	City Council	Held at one reading

**ORD-25:023** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

**Attachments:** [Application](#)  
[Certified Mail](#)  
[Plat](#)  
[Property Deed](#)  
[Rezoning Information](#)  
[Rezoning Sign](#)  
[Staff Summary](#)  
[MAPC Minutes](#)  
[Publication Receipt](#)

**Legislative History**

7/1/25	City Council	Held at one reading
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**ORD-25:024** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

**Attachments:** [Application](#)  
[Certified Mail Receipt](#)  
[Cover Letter](#)  
[Property Owner Notification Letter](#)  
[Property Owner Notification](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Staff Summary](#)  
[MAPC Minutes](#)  
[Publication Receipt](#)

**Legislative History**

7/1/25	City Council	Held at one reading
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**ORDINANCES ON THIRD READING**

**ORD-25:019** AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

**Attachments:** [SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application\\_Redacted](#)  
[Publication Receipt](#)

**Legislative History**

6/17/25	City Council	Held at one reading
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7/1/25 City Council Held at second reading

**ORD-25:020** AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

**Attachments:** [Application](#)  
[Certified Mail](#)  
[Deed](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Staff Summary](#)  
[Publication Receipt](#)  
[Staff Summary - CC Minutes](#)

**Legislative History**

6/17/25 City Council Held at one reading  
 7/1/25 City Council Held at second reading

**ORD-25:022** 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 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

**Attachments:** [Application](#)  
[Certified Mail Receipts](#)  
[Deed](#)  
[Greensboro Road Letter](#)  
[Notification Letter](#)  
[Plat](#)  
[Site Layout](#)  
[Staff Summary](#)  
[Publication Receipt](#)  
[14106-SDP - UM-R3.pdf](#)  
[24155-CSDP-1U.pdf](#)

**Legislative History**

6/17/25 City Council Held at one reading  
 7/1/25 City Council Held at second reading

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.*

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-25:027

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**Agenda Date:** 7/15/2025

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

PRESENTATION DISCUSSING A COMPREHENSIVE MASTER GROWTH PLAN BY  
REPRESENTATIVE FROM DPZ AND CRAFTON TULL



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-25:058

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JULY 1, 2025



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, July 1, 2025

5:30 PM

Municipal Center, 300 S. Church

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### SPECIAL CALLED CAPITAL IMPROVEMENT BONDS TASK FORCE COMMITTEE MEETING AT 4:00 P.M.

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

#### 1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

**Present** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams  
**Absent** 1 - David McClain

#### 4. SPECIAL PRESENTATIONS

#### 5. CONSENT AGENDA

#### *Approval of the Consent Agenda*

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

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

[MIN-25:052](#)

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 17, 2025

**Attachments:** [CC Minutes 06172025.pdf](#)

**This item was passed on the Consent Agenda.**

[RES-25:070](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - DR. MARTIN LUTHER KING, JR. DRIVE GRADE CROSSING PROJECT (2025:18)

**Attachments:** [Bid Tab.pdf](#)  
[Contract 2025 18.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-081-2025

**RESOLUTIONS REMOVED FROM THE CONSENT AGENDA**

[RES-25:047](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1208 N. Floyd St. Jonesboro, AR 72401; Parcel # 01-143124-01600

**Attachments:** [1208 N Floyd Board & Secure Affidavit.pdf](#)  
[1208 N Floyd Board & Secure Returned Cert Letter.pdf](#)  
[1208 N Floyd Inspection Report.pdf](#)  
[1208 N Floyd Map.png](#)  
[1208 N Floyd Precondemnation Notice Affidavit.pdf](#)  
[1208 N Floyd Precondemnation Notice Return Sig Card.pdf](#)  
[24133102-IMG\\_3306.jpeg](#)  
[24133105-IMG\\_3291.jpeg](#)  
[24133107-IMG\\_3293.jpeg](#)  
[24133109-IMG\\_3295.jpeg](#)  
[24133111-IMG\\_3297.jpeg](#)  
[24133113-IMG\\_3299.jpeg](#)

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

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

Enactment No: R-EN-082-2025

[RES-25:068](#)

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BEACONS, MESSAGE BOARDS AND SENSORS FOR THE TRAINFO SYSTEM

*Councilmember John Street asked to be recused from voting and discussion on RES-25:068 due to his membership on the CWL Board of Directors.*

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

**Recused:** 1 - John Street

Enactment No: R-EN-083-2025

[RES-25:071](#)

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

*Councilmember John Street asked to be recused from voting and discussion on RES-25:071 due to his membership on the CWL Board of Directors.*

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

**Recused:** 1 - John Street

Enactment No: R-EN-084-2025

[RES-25:072](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

**Attachments:** [Jonesboro SSR4A Agreement.pdf](#)

*Councilmember Janice Porter asked to be recused from voting and discussion on RES-25:072 due to a family member working for Garver.*

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

**Recused:** 1 - Janice Porter

Enactment No: R-EN-085-2025

## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

[ORD-25:018](#)

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

*Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:018 by title only. All voted aye.*

**Held at one reading**

[ORD-25:023](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

**Attachments:** [Application](#)  
[Certified Mail](#)  
[Plat](#)  
[Property Deed](#)  
[Rezoning Information](#)  
[Rezoning Sign](#)  
[Staff Summary](#)  
[MAPC Minutes](#)  
[Publication Receipt](#)

*Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:023 by title only. All voted aye.*

**Held at one reading**

[ORD-25:024](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

**Attachments:** [Application](#)  
[Certified Mail Receipt](#)  
[Cover Letter](#)  
[Property Owner Notification Letter](#)  
[Property Owner Notification](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Staff Summary](#)  
[MAPC Minutes](#)  
[Publication Receipt](#)

*Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:024 by title only. All voted aye.*

*Garrett Dunham, 3121 Gallaway Court, I am here with Fisher & Arnold on behalf of the Phillips family. This land was purchased in order to provide a secondary fire egress from the subdivision that we developed to the east. So, we are just rezoning it. It will be phase two of the subdivision that will be developed to the east. Thank you. Mayor Copenhaver said, all right, thank you, Mr. Dunham.*

**Held at one reading**

## **7. UNFINISHED BUSINESS**

### ORDINANCES ON SECOND READING

[ORD-25:019](#) AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE

## DEN-ZONE OF JONESBORO

**Attachments:** [SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application\\_Red Publication Receipt](#)

*James Elwyn Hinds, 508 Ridgecrest, said, you want to know what advantage of being an elected official instead of just a member of the general public. Most people are expected when you enter into an agreement, you stick with that agreement. If you are an elected official, it means that's the agreement until the next election. Some years, a few years back, I'm sure the Mayor would like point out Harold Perrin was the Mayor back then. There was a, what may have been a mistake made on an ordinance to grant a permit. There was a place, now originally, if I remember correctly, they only said they wanted to use the Convocation Center and the football stadium. But, they were issued a permit which seemingly allowed them to sell alcoholic drinks anywhere on the Arkansas State University campus. There was a big uproar. It was questionable whether it was legal, you know, to have done it without specifying where on the ASU Campus. There was an agreement made, and I remember this because Bobby Hester and I both agreed and we were both here when it was during the time this was done and we kept our mouths shut as we agreed to do. And the one holding the permit agreed to limit it to three places. It was the three main sports venues on the ASU Campus. Bobby and I were told, you know, that person agreed they would surrender that old license and there will not be alcoholic sales anywhere else on the ASU Campus. That was the agreement that was made and we kept our mouths shut. And we had lived up to our part of the agreement on that. We had not objected to selling in those three venues. Yes, I know there are some things that probably if you got picky about tailgating, you know, we all know there are some people, some parties have alcoholic drinks at their tailgating. But, you know, we kind of overlook that. But, anyway, I do feel that the City Council made an agreement that we would hold liquor at ASU to these and these three venues, and I think even though we've had another election and, some of you I know were not on the council back then, I think you ought to say the City Council entered into this election, and as a matter of integrity, we will honor it. Mayor Copenhaver said, thank you for your comments.*

**Held at second reading**[ORD-25:020](#)

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

**Attachments:** [Application](#)  
[Certified Mail](#)  
[Deed](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Staff Summary](#)  
[Publication Receipt](#)  
[Staff Summary - CC Minutes](#)

**Waived Second Reading**[ORD-25:022](#)

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 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

- Attachments:**    [Application](#)  
                               [Certified Mail Receipts](#)  
                               [Deed](#)  
                               [Greensboro Road Letter](#)  
                               [Notification Letter](#)  
                               [Plat](#)  
                               [Site Layout](#)  
                               [Staff Summary](#)  
                               [Publication Receipt](#)  
                               [14106-SDP - UM-R3.pdf](#)  
                               [24155-CSDP-1U.pdf](#)

**Held at second reading**

*ORDINANCES ON THIRD READING*

[ORD-25:012](#)        AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

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

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

Enactment No: O-EN-020-2025

[ORD-25:015](#)        AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

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

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

Enactment No: O-EN-021-2025

[ORD-25:017](#)        AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT’S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

**Attachments:** [2025.04.28.ATT - abandonment.pdf](#)  
[2025.04.28.Release - Summit Utilities.pdf](#)  
[2025.04.28.response from Craighead Electric-Empower.pdf](#)  
[2025.05.02.let from Engineering Dept. .pdf](#)  
[2025.05.15.let from Ritter approving abandonment.pdf](#)  
[CWL 20250515 100615.pdf](#)  
[Gibson.pdf](#)  
[Petition to Abandon an Alley \(FUMCJ\).pdf](#)  
[Plat Depicting Alley.pdf](#)  
[2025.05.15.Optimum consent.pdf](#)  
[2025.05.15.CWL - UPDATED1.pdf](#)  
[2025.05.15.CWL - UPDATED2.pdf](#)

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

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

Enactment No: O-EN-022-2025

## **8. MAYOR'S REPORTS**

*Mayor Harold Copenhaver reported on the following:*

*I'll begin tonight by making the same comments I stated earlier in a 4:00 p.m. meeting with the subcommittee that's been compiled to look at the best location for the 911 facility. As many of you know and aware, the Justice building on Washington is currently closed. So, estimates are being compiled this week to add support for that compromised rafter. Immediate bracing is underway. So, the more thorough examination of the structure now can be completed. It is possible the cause of the rafter damage is larger and would greatly impact repair costs or make repair impractical. It was during a routine annual inspection that we had Friday of last week that the damage was discovered. The building has a history of maintenance issues. Many of you have been on here long enough to have dealt with that many times, and we already have begun the planning process of leaving that facility with the funding of the new 911 Center. Obviously, this is a very fluid situation with safety being the priority. And, some immediate response and reorganization was necessary. We have temporarily placed all city employees that were in that building. And, I'm working with Judge Marvin Day, and District Court Judges Boling and Fowler on accommodations for District Court. Judge Day has been very helpful and understanding of these unique circumstances. So, as I told him earlier, I do appreciate his efforts. We've asked for an Insurance Investigator to come to inspect the damage and determine that it is possibly a result of weather related event. I will keep council informed on the matter. As a matter of fact, I just learned after our 4:00 p.m. meeting that they will be in town tomorrow to address it. So, hopefully we'll have that to you very quickly.*

*The following passage of the truck ordinance at our last meeting to reroute big rigs from downtown, we now have permission from ARDOT to post the route signage on Johnson Avenue at the intersection of Southwest Drive and Highland. This will make*

*an ordinance enforceable 30 days after passage, which is July 17th.*

*Another date of interest is July 22nd, that's the day of our bond professionals are finalizing agreements, and the paperwork needed to close on the revenue bond issuance.*

*Our neighborhood cleanups are usually scheduled for the first week of the month, but the fourth being the holiday weekend, beginning Friday, the neighborhood cleanup will be on Saturday, the 12th of July, and it's going to be located on Rains and Highland. It should be a big one. And, we will give you updates as well on our trash tonnage at that point. It's almost doubled to what it was last year. It's pretty incredible.*

*We will also by the end of this week, hopefully have a sign off on all the lighting on Creath. So, we'll make you all aware on council when all of Creath will be lit up. You'll probably be able to see it to Memphis from here. But, anyway, it's quite a sight, so we're looking forward to that.*

*On June 20th, I had the honor of participating in the National EMS Memorial Service Moving Honors Procession, which is a ceremony that Emerson Ambulance Service put on. Paramedic Mark Gibson was one of 29 EMS professionals in the country who lost their lives in the line of service last year. Mark was 56 when he died on August 9th in a vehicular accident. He was a paramedic for over 40 years, and he made a wonderful impact in our community and touched many thousands of people. The procession travels across the country and culminates on the Weekend of Honor, which is held July 18th through the 20th in Virginia Arlington Cemetery in Virginia, and it makes stops in 19 states. Mark was a part of our community in so many ways, and I think that we all need to look around to see how many he touched. We recognize the commitment of our first responders in all aspects. But more importantly, our first responders are the crux and the basis of our community, especially in this day and time. And, I would like to say as well, we need to always keep our first responders of all assets that we have in our community in our prayers, as we saw some firefighters that lost their lives going to help and assist in just a fire, a common everyday fire that they had done a thousand times, and they lost their lives in doing so. So, we want to keep our men and women here in our community in our prayers as they do their daily job. This is a good time to remember everybody that's in that line of business. I want you to know that we have your back. We appreciate what y'all do. And, thank you for everything. And, both Chiefs, we appreciate that. 911 Ronnie and of course, we have firefighters in the meeting as well.*

*Jonesboro celebrated June 19th, Thursday at University Lions Northside Park, hosted by KLEK 102 FM. This event honors June 19th, 1865, the last day of enslaved African Americans were informed of their freedom. More than two years after the signing of the Emancipation Proclamation. I was privileged to open the evening by reading the city's official Juneteenth Proclamation, reaffirming our commitment to recognizing and remembering this pivotal moment in our nation's history. The celebration featured a little powerful live vocal performance and concluded with vibrant fireworks on display.*

*And you'll have more chances to see fireworks in a few days. On July 3rd, it will be a Joe Mack Campbell Park, and then also at Nettleton that evening. And, then on the 4th of July, at Southside softball complex on Stadium Boulevard.*

*Under the category of just in, Main Street from Washington to Huntington will be closed from 1:00 p.m. to 5:00 p.m. tomorrow due to an air conditioner to be installed on top of a downtown building, if I'm correct, somewhere like that. So, we will have all the resources out to redirect our community.*

[COM-25:021](#) MAY 2025 FINANCIAL STATEMENTS

**Attachments:** [May 2025 Financials.pdf](#)

Filed

[COM-25:022](#) City Stars Audit

**Attachments:** [City Stars Audit.pdf](#)

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember Ann Williams said, I just wanted to mention that tomorrow night at 6:30 p.m., Garrett Barnes and I are hosting a Town Hall Meeting at Native Brews Works on Gee Street to discuss cooperation between city and county on mutual, beneficial projects. And, I invite everyone to attend. Mayor Copenhaver asked, what time is that? Councilmember Williams replied, 6:30 p.m. Mayor Copenhaver said, okay, thank you Councilman.*

*Councilmember Joe Hafner said, yes, just one thing real quick. Mayor, now that we're halfway through the year, do you think we could get an update on the projects that are on our Capital Improvement schedule? Just to kind of see where we are on each of them, at one of the next council meetings. Mayor Copenhaver replied, sure. Councilmember Hafner said, thank you.*

## **10. PUBLIC COMMENTS**

## **11. ADJOURNMENT**

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 11 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 1 - David McClain

\_\_\_\_\_ Date: \_\_\_\_\_

**Harold Copenhaver, Mayor**

**Attest:**

\_\_\_\_\_ Date: \_\_\_\_\_

**April Leggett, City Clerk**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:063

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY AT 593 S MADISON STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

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

5' PERMANENT RIGHT-OF-WAY:

A PART OF LOTS 5 AND 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'39" EAST, 187.10 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°28'30" WEST, 5.00 FEET; THENCE NORTH 00°30'32" EAST, 100.01 FEET; THENCE NORTH 89°34'21" EAST, 5.00 FEET; THENCE SOUTH 00°30'32" WEST, 100.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,000 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

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

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

The above space is reserved for Craighead County recording information

## PERMANENT RIGHT-OF-WAY

### KNOW ALL MEN BY THESE PRESENTS:

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

#### 5' PERMANENT RIGHT-OF-WAY:

A PART OF LOTS 5 AND 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'39" EAST, 187.10 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°28'30" WEST, 5.00 FEET; THENCE NORTH 00°30'32" EAST, 100.01 FEET; THENCE NORTH 89°34'21" EAST, 5.00 FEET; THENCE SOUTH 00°30'32" WEST, 100.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,000 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This right-of-way is for the purpose of constructing and maintaining a "no-curb" (or low curb - that which a vehicle can drive over) sidewalk structure. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

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

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 29<sup>th</sup> day of may, 2025

Owner Info

BY:

Signature: [Handwritten Signature]

Name: Robert J. Gibson

Title: Manager

**ACKNOWLEDGMENT**

STATE OF Arkansas

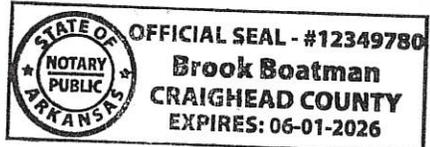
COUNTY OF Craighead

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

WITHESS my hand and seal this 2<sup>nd</sup> day of May, 2025

Notary Public (Signature): [Handwritten Signature]

My Commission Expires: 6/1/26





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:065

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining drainage improvements:

A 15-FOOT EASEMENT ALONG AND PARALLEL TO THE SOUTH REAR PROPERTY LINE OF; LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2ND ADD; SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

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

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS Patsy Sue Brown do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

**A 15-FOOT EASEMENT ALONG AND PARALELL TO THE SOUTH REAR PROPERTY LINE OF;  
LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2<sup>ND</sup> ADD;  
SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.**

This easement is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 3 day of JUNE, 2025.

Owner Info

BY:

Signature: Patsy Sue Brown

Name: PATSY SUE BROWN

Title: OWNER

ACKNOWLEDGMENT

STATE OF ARKANSAS.

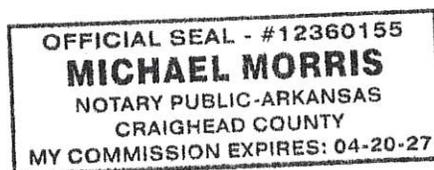
COUNTY OF CRAIGHEAD.

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

WITNESS my hand and seal this 3 day of JUNE, 20 25.

Notary Public (Signature): M. Morris

My Commission Expires: 4/20/27





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:069

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT RIGHT-OF-WAY FROM JAMES KELLER, TRUSTEE OF THE JAMES KELLER LIVING TRUST, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas, desires to accept the following described easement for the purpose of constructing and maintaining roadway improvements:

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows: Beginning at a Found 5/8" Rebar marking Arkansas Department of Transportation Right of Way, Job Number 100454 (US Highway 49) Station 222+55, 220' Left; Thence South 07 Degrees 10 minutes 32 seconds West, along said Right of Way, a distance of 28.26 feet; Thence South 88 Degrees 39 minutes 49 seconds West, leaving said Right of Way, a distance of 377.65 feet; Thence North 00 Degrees 19 minutes 23 seconds East, a distance of 29.87 feet; Thence North 88 Degrees 56 minutes 59 seconds East, a distance of 380.97 feet to the POINT OF BEGINNING, containing 0.25 Acres more or less and being subject to all rights of way and easements of record.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to accept the permanent right-of-way described above.

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

---

The above space is reserved for Craighead County recording information

## PERMANENT RIGHT-OF-WAY

### KNOW ALL MEN BY THESE PRESENTS:

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

### LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows: Beginning at a Found 5/8" Rebar marking Arkansas Department of Transportation Right of Way, Job Number 100454 (US Highway 49) Station 222+55, 220' Left; Thence South 07 Degrees 10 minutes 32 seconds West, along said Right of Way, a distance of 28.26 feet; Thence South 88 Degrees 39 minutes 49 seconds West, leaving said Right of Way, a distance of 377.65 feet; Thence North 00 Degrees 19 minutes 23 seconds East, a distance of 29.87 feet; Thence North 88 Degrees 56 minutes 59 seconds East, a distance of 380.97 feet to the POINT OF BEGINNING, containing 0.25 Acres more or less and being subject to all rights of way and easements of record.

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

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

IN WITNESS WHEREOF, the grantors have executed this instrument on the 6 day of June, 2025.

**Owner Info**

**BY:**

Signature: James F Keller

Name: JAMES KELLER, Trustee of the James Keller Living Trust

Title: TRUSTEE

**ACKNOWLEDGMENT**

STATE OF Arkansas

COUNTY OF Craighead

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

WITNESS my hand and seal this 6 day of June, 2025.

Notary Public (Signature): Paige Preslar

My Commission Expires: 05-11-2030

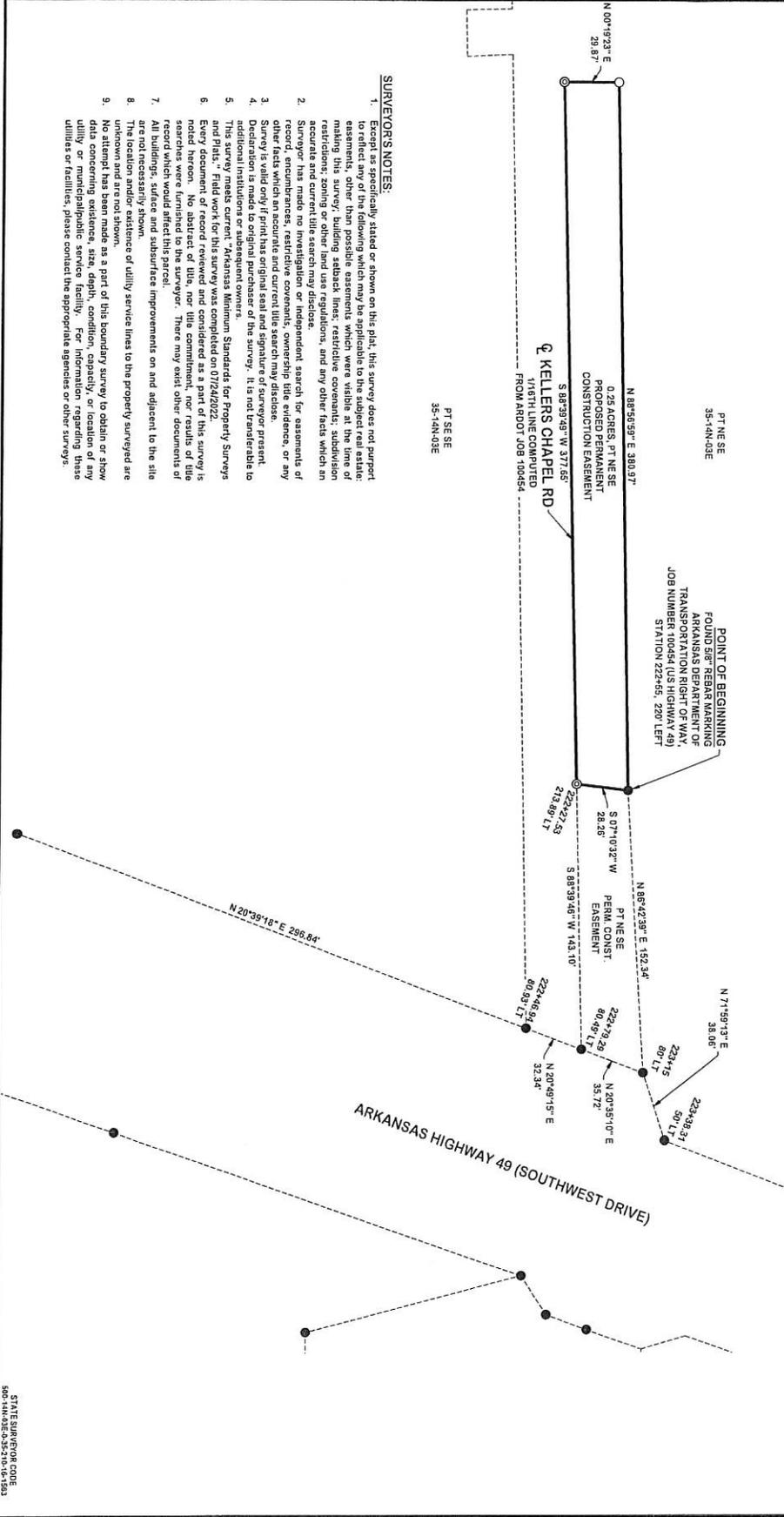


**PROPOSED PERMANENT CONSTRUCTION EASEMENT**  
**PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF**  
**SECTION 35, TOWNSHIP 14 NORTH, RANGE 03 EAST**  
**JONESBORO, CRAIGHEAD COUNTY, ARKANSAS**  
 PREPARED FOR: SOUTHERN HILLS REALTY, LLC

**PROPOSED PERMANENT CONSTRUCTION EASEMENT:**  
 A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows:

Beginning at a Found 5/8" Rebar marking Arkansas Department of Transportation Right of Way, Job Number 154 (US Highway 49) Station 222+95, 220' left, Thence South 07 Degrees 10 Minutes 32 Seconds 23 Centesimal Seconds East, a distance of 22.87 feet, Thence South 88 Degrees 39 minutes 49 seconds West leaving said Right of Way, a distance of 377.65 feet, Thence North 00 Degrees 19 minutes 23 seconds East, a distance of 22.87 feet, Thence North 88 Degrees 56 minutes 59 seconds East, a distance of 380.97 feet to the POINT OF BEGINNING, containing 0.25 Acres more or less and being subject to all rights of way and easements of record.

- LEGEND:**
- FOUND 5/8" REBAR
  - SET 5/8" X 20" REBAR
  - ⊙ SET MAG NAIL



**BASIS OF BEARINGS:**  
 ARKANSAS STATE PLANE COORDINATE  
 SYSTEM NORTH ZONE (981)  
 LAT 35° 47' 46.8234" LONG - 90° 43' 52.3701"  
 GROUND TO GROUND DISTANCES ARE REPORTED IN (GROUND)  
 CONVERGENCE ANGLE: N 107° 44' 18" W

**SURVEYOR'S NOTES:**

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey, building setback lines, restrictive covenants, subdivision records, or other facts which an accurate and current title search may disclose.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
3. Survey is valid only if print has original seal and signature of surveyor present.
4. Declaration is made to original purchaser of the survey. It is not transferable to additional purchasers or subsequent owners.
5. This survey complies with minimum Standards for Property Surveys and Plats, Field work for this survey was completed on 07/24/2022.
6. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
7. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
8. The location and/or existence of utility service lines to the property surveyed are unknown and/or not shown.
9. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.

PT NE SE  
 35-14N-03E  
 35-14N-03E

0.25 ACRES, PT NE SE  
 PROPOSED PERMANENT  
 CONSTRUCTION EASEMENT  
 Q CELLERS CHAPEL RD  
 FROM POINT JOB 109454

POINT OF BEGINNING  
 FOUND 5/8" REBAR MARKING  
 ARKANSAS DEPARTMENT OF  
 TRANSPORTATION RIGHT OF WAY,  
 JOB NUMBER 154 (US HIGHWAY 49)  
 STATION 222+95, 220' LEFT

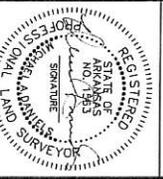
STATE SURVEYOR CODE  
 505 14N 03E 035210161933

REVISIONS	
DATE	NOTES

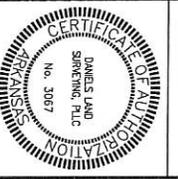
FIELD BOOK	SHEET 1 OF 1
DRAWN BY	CHEYERD
DATE	07/24/2022
SCALE	1"=40'
PROJECT NO.	14N03E035210161933
FILE NO.	14N03E035210161933

**PLAT OF SURVEY**

MICHAEL A. DANIELS  
 ARKANSAS PROFESSIONAL  
 SURVEYOR 1948



DANIELS LAND SURVEYING, PLLC  
 ARKANSAS COA 3067



PROPOSED PERMANENT CONSTRUCTION EASEMENT  
 PART OF THE NE 1/4 OF THE SE 1/4 OF  
 SECTION 35, TOWNSHIP 14 NORTH, RANGE 03 EAST  
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS  
 PREPARED FOR: SOUTHERN HILLS REALTY, LLC

**DANIELS**  
 LAND SURVEYING PLLC

2713 PAULA DRIVE, SUITE A, JONESBORO, AR 72404  
 PHONE: 870.335.6225 | WEB: WWW.DANIELS-LS.COM





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:073

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 1509 WOOD STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining sidewalk improvements:

PART OF LOT 4 OF LOVE'S SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°00'00" EAST, 758.34 FEET; THENCE NORTH 90°00'00" EAST, 37.20 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 88°42'37" EAST, 16.04 FEET TO THE WESTERLY RIGHT-OF-WAY OF WOOD STREET; THENCE SOUTH 31°48'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY 36.14 FEET; THENCE SOUTH 89°15'04" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, 14.76 FEET; THENCE NORTH 30°12'04" EAST, 35.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 466 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

Section 1: The Mayor and City Clerk are hereby authorized to accept the easement described above.

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

The above space is reserved for Craighead County recording information

## PERMANENT CONSTRUCTION EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

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

PART OF LOT 4 OF LOVE'S SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°00'00" EAST, 758.34 FEET; THENCE NORTH 90°00'00" EAST, 37.20 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 88°42'37" EAST, 16.04 FEET TO THE WESTERLY RIGHT-OF-WAY OF WOOD STREET; THENCE SOUTH 31°48'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY 36.14 FEET; THENCE SOUTH 89°15'04" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, 14.76 FEET; THENCE NORTH 30°12'04" EAST, 35.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 466 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

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

IN WITNESS WHEREOF, the grantors have executed this instrument on the 4<sup>th</sup> day

of June, 2025

**Owner Info**

**BY:**

Signature: Tina Coats  
POA James Doyle et al for  
Name: TINACOATS

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

**ACKNOWLEDGMENT**

STATE OF ARKANSAS

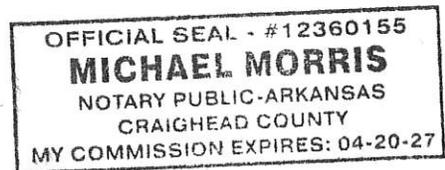
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 4 day of JUNE, 2025.

Notary Public (Signature): [Signature]

My Commission Expires: 4/20/27



**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF  
ATTORNEY AND AGENT'S AUTHORITY**

STATE OF ARKANSAS     )  
COUNTY OF CRAIGHEAD )

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, Tina Marie Coots, certify under penalty of perjury that James Doyle Hunt, Jr. granted me authority as an agent or successor agent in a Durable Power of Attorney dated the 27<sup>th</sup> day of December, 2019, a copy of which is attached hereto (the "Power of Attorney").

Pursuant to the Arkansas Uniform Power of Attorney Act (Act 805 of the 2011 Arkansas General Assembly as codified at ARK. CODE ANN §§28-68-101, *et. seq.*, I further certify that to my knowledge:

- (1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
- (2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

SIGNATURE AND ACKNOWLEDGMENT

  
\_\_\_\_\_  
Tina Marie Coots  
2300 Kellers Chapel Road  
Jonesboro, AR 72404  
870/243-5014

Date: November 7, 2022

**ACKNOWLEDGMENT**

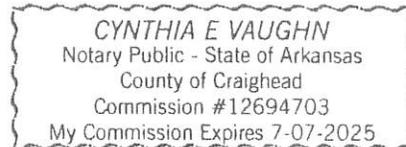
STATE OF ARKANSAS     )  
COUNTY OF CRAIGHEAD )

On this day personally appeared before me, the undersigned, a Notary Public within and for the state and county aforesaid, duly qualified, commissioned and acting, Tina Marie Coots, Agent, who stated and acknowledged that she had signed and executed the foregoing Certification for the purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 7<sup>th</sup> day of November, 2022.

  
Notary Public

My Commission Expires: 7-7-2025.



DURABLE POWER OF ATTORNEY  
EXECUTED BY JAMES DOYLE HUNT, JR.  
ON THE 27<sup>TH</sup> DAY OF DECEMBER, 2019  
EFFECTIVE UPON EXECUTION

**TABLE OF CONTENTS**  
**OF**  
**THE DURABLE POWER OF ATTORNEY**  
**EXECUTED BY JAMES DOYLE HUNT, JR.**

	<u>Page</u>
PART ONE: AGENT AND EFFECTIVENESS OF POWER .....	1
1.1. Agent .....	1
1.2. Successor Agent .....	1
1.3. Special Skills .....	1
1.4. Guardian or Conservator .....	1
1.5. Multiple Agents .....	1
1.6. Form of Signature .....	1
1.7. Effective Date and Period .....	2
1.8. Termination Date .....	2
1.9. Definitions and Terms .....	2
 PART TWO: POWERS REGARDING MY PROPERTY .....	 2
2.1. Grant of General Authority .....	2
2.2. Grant of Specific Authority .....	3
2.3. Limitations on Power .....	4
2.4. Reasonable Expectations .....	5
 PART THREE: THIRD PARTY DISCLOSURE .....	 5
3.1. Disclosure by Agent .....	5
3.2. Disclosure by Third Parties .....	5
3.3. Privilege & HIPAA Waiver .....	5
 PART FOUR: PRINCIPAL PROTECTOR, REPORTING, CONFLICT AND EXONERATION .....	 6
4.1. Principal Protector .....	6
4.1A. Identity, Succession and Qualification .....	6
4.1B. Limited Duties, Waiver and Exoneration of Liability .....	6
4.1C. Power to Seek Judicial Review .....	7
4.2. Reporting .....	7
4.3. Conflict of Interest Transaction .....	7
4.4. Exoneration .....	8

PART FIVE: GENERAL PROVISIONS .....	8
5.1. Compensation .....	8
5.2. Severance .....	8
5.3. Number/Gender .....	9
5.4. Choice of Law .....	9
5.5. Binding Effect .....	9
5.6. Declaration of Understanding .....	9
5.7. Durable Power .....	9

**DURABLE POWER OF ATTORNEY**  
**(Effective Upon Execution)**

TO WHOM IT MAY CONCERN:

I, James Doyle Hunt, Jr., whose address is P.O. Box 17054, Jonesboro, Arkansas 72403, hereby create a Durable Power of Attorney ("this Power") pursuant to the Uniform Power of Attorney Act (Act 805 of the 2011 Arkansas General Assembly as codified at ARK. CODE ANN §§28-68-101, *et. seq.*, hereinafter referred to as the "Act"), revoking all prior general Powers of Attorney and retaining the right to revoke or amend this Power and to substitute others in place of the Agent appointed below. Amendments to this Power shall be made in writing or other record by me personally (not by my Agent) by specifically referring to this Power by its date, and any such amendment shall be attached to or otherwise associated with the record of the original of this Power.

**PART ONE: AGENT AND EFFECTIVENESS OF POWER**

**1.1. Agent.** I appoint Tina Marie Coots as my Agent.

**1.2. Successor Agent.** I appoint Victoria Marie Chism as my successor Agent.

**1.3. Special Skills.** Except as provided below I have not selected any of the Agents identified herein by reason of special skills or expertise. The only special skills or expertise I considered in the selection of my Agent(s) are as follows:

None.

---

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---

**1.4. Guardian or Conservator.** If it becomes necessary to appoint a guardian or conservator of my estate after the execution of this Power, I nominate my Agent as such guardian or conservator of my estate.

**1.5. Multiple Agents.** If I have named more than one person as Agent, such persons shall serve as Co-Agents and shall act unanimously (in the case of two persons) or by majority vote (in the case of three or more persons), as the case may be. They shall be collectively referred to as my "Agent."

**1.6. Form of Signature.** My Agent shall use the following form when signing on my behalf pursuant to this Power:

"James Doyle Hunt, Jr. by Tina Marie Coots his Agent under  
instrument dated the 27<sup>th</sup> day of December, 2019."

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

**1.7. Effective Date and Period.** This Power shall be effective upon execution.

**1.8. Termination Date.** This Power shall terminate on the earlier of my death or my revocation of this Power.

**1.9. Definitions and Terms.** To the extent any words, terms or phrases utilized herein are defined in the Act they shall have the same meaning herein, except as otherwise specifically provided.

**PART TWO: POWERS REGARDING MY PROPERTY**

**2.1. Grant of General Authority.** I grant my Agent and any successor general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, Arkansas Code Title 28, Chapter 68:

(Indicate each subject you want to include in the Agent's general authority by filling in "YES" or "NO" in the blank provided. If you wish to grant general authority over all of the subjects you may write "YES" in the "All Preceding Subjects" blank instead of filling in "YES" or "NO" for each subject.)

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Entity or Business
- Insurance and Annuities
- Estates, Trusts, and Other Beneficial Interests
- Claims and Litigation

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

- Personal and Family Maintenance - In addition to the individuals identified in the Act as eligible recipients of maintenance, the individuals whom I intend to support are as follows:

None.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Taxes
- (YES) All Preceding Subjects

**2.2. Grant of Specific Authority.** My agent MAY NOT do any of the following specific acts for me UNLESS "YES" is completed in the blank next to the specific authority listed below: (CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Fill in "YES" next to the specific authority you WANT to give your agent and fill in "NO" next to any specific authority you DO NOT WANT to give your agent.)

- (NO) Create, amend, revoke, or terminate an inter vivos trust
- (NO) Make a gift, subject to the following:
- (NO) Subject to the limits set forth in ARK. CODE ANN. §28-68-217; OR
  - (NO) General authority to make gifts to any donee(s) and of any property or amount and without respect to the limits set forth in ARK. CODE ANN. §28-68-217(b)
- (NO) Create or change rights of survivorship
- (NO) Create or change a beneficiary designation
- (NO) Authorize another person to exercise the authority granted under this power of attorney

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

(NO) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

(NO) Exercise fiduciary powers that the principal has authority to delegate

(NO) I further specifically authorize any Agent named herein to exercise the foregoing powers to benefit himself or herself or any person to whom the Agent owes an obligation of support, even if the Agent is not my spouse, ancestor or descendant.

(YES) I expressly authorize any person or entity that possesses, custodies, or controls any electronically stored information of mine or that provides to me an electronic communication service, social media account, cloud storage, software or processing or other remote computing service, whether public or private, to divulge, disclose and grant access to my Agent to, at any time: (1) any electronically stored information of mine; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to me with respect to that service. I further authorize and request that such persons or entities afford my Agent the rights, use and benefit of any such service to the same extent as if I were personally engaged. The terms used in this authorization are to be construed as broadly as possible. This authorization is to be construed to be my lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law.

**2.3. Limitations on Power.** It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. However, in addition to the other limitations provided herein, my Agent shall not exercise the powers provided herein with respect to me and my property as follows:

(a) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Grantor or Trustor and I am the Trustee; and

(b) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner.

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

**2.4. Reasonable Expectations.** In exercising the powers provided hereunder my Agent shall act in accordance with the following specific expectations (if any):

None.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART THREE: THIRD PARTY DISCLOSURE**

**3.1. Disclosure by Agent.** Upon and during the period of the effectiveness of the Power my Agent is authorized to disclose the existence of this Power, to certify factual matters in connection herewith, and to provide a copy of this Power to any third person.

**3.2. Disclosure by Third Parties.** All third parties from whom my Agent may request information regarding my personal affairs are authorized and directed to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with the Agent's requests.

**3.3. Privilege & HIPAA Waiver.** I hereby waive voluntarily any physician-patient privilege, psychiatrist-patient privilege or other health care provider privilege that may exist in my favor and I authorize physicians, psychiatrists and health care providers to examine me and disclose my physical or mental condition, records and status to my Agent in order to determine my incapacity or capacity and to carry out the duties and responsibilities hereunder. Further, for the purpose of assisting my Agent in obtaining the necessary written determination of my incapacity, I authorize the following use or disclosure of protected health information about me, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all amendments and regulations related thereto. I specifically and presently authorize any and all medical clinics, hospitals, physicians or other medical providers of any type to disclose to my Agent named herein upon the Agent's written request, any and all of my medical information, records, and protected health information ("PHI," as defined by HIPAA), including any and all information concerning alcohol and substance abuse, HIV/AIDS, or mental health, necessary to create a written certification, to be made by a physician or licensed psychologist, related to my incapacitation, or lack thereof, pursuant to the Act. I understand that the information used or disclosed may be subject to re-disclosure by my Agent, and would then no longer be protected by federal privacy regulations. I understand that any action taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions. No medical provider has conditioned its treatment of me on whether or not I grant this authorization. This HIPAA authorization shall expire and terminate upon the termination of this Power.

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

**PART FOUR: PRINCIPAL PROTECTOR, REPORTING, CONFLICT AND  
EXONERATION**

**4.1. Principal Protector.** During any period this Power is effective there shall be a Principal Protector who shall have the limited duties and functions set forth herein and shall not have any general fiduciary or other duty or responsibility.

**4.1A. Identity, Succession and Qualification.** The Principal Protector shall be the first of following persons who is not the Agent, who then exists, is living, is not incapacitated and who accepts the position:

- (a) Initially None and thereafter any person specifically designated by me, in writing;
- (b) My guardian, conservator or other fiduciary acting for me, including the trustee of any revocable living trust established by me;
- (c) My spouse;
- (d) Any successor to the Agent as identified herein;
- (e) Any person who would qualify as my then living presumptive heir at law determined as if I had died intestate as an Arkansas resident on such date; or
- (f) a person named as a beneficiary to receive any property, benefit, or contractual right upon my death or as a beneficiary of a trust created by or for me and that has a financial interest in my estate.

Where there is more than one person who is then eligible to serve as Principal Protector the Agent may select and designate a single person to serve.

**4.1B. Limited Duties, Waiver and Exoneration of Liability.** The Principal Protector shall have only the specific duties and functions expressly set forth herein and shall not have any general fiduciary or other duty or responsibility. A Principal Protector shall have no duty to monitor the Agent in order to determine whether any of the powers and discretions conferred to the Agent should or should not, how or in what manner they may be exercised. The Principal Protector shall not be required to exercise any power or discretion granted to the Principal Protector. Any exercise or nonexercise of the powers and discretions granted to the Principal Protector shall be in the sole and absolute discretion of the Principal Protector and shall be binding and conclusive on all parties. Further, the Principal Protector shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

loss. Absent bad faith, the Principal Protector shall be exonerated from any and all liability for the acts and omissions of me or the Agent or arising from any exercise or nonexercise of the powers and discretions conferred in this Agreement.

**4.1C. Power to Seek Judicial Review.** I specifically recognize the Principal Protector as an interested party to seek, initiate, or participate in a judicial review, action, construction or accounting of any matter hereunder.

**4.2. Reporting.** The Agent shall, upon request, account and report to me and the Principal Protector. The Agent shall provide the requested account and report within the time required under the Act. Additionally, the Agent may voluntarily present to me, the Principal Protector or any person who may be eligible to serve as Principal Protector at any time an account and report. Such account and report shall provide the information required to be maintained by my Agent under ARK. CODE ANN §28-68-114 and shall disclose all property, liabilities, receipts and disbursements under the possession or control of the Agent or which passed through his or her hands, shall specifically identify and explain any conflict of interest transaction (as defined below) and include the Agent's compensation, if any.

**4.3. Conflict of Interest Transaction.** My Agent shall not be liable for damages arising from any sale, encumbrance, or other transaction involving the investment or management of my property entered into by the Agent for the Agent's own personal account or which is otherwise affected by a conflict between the Agent's fiduciary and personal interests when:

- (a) the transaction was specifically authorized by the terms of this Power;
- (b) the transaction was approved by a court;
- (c) the Agent discloses the sale, encumbrance or other transaction in a report as provided in the Reporting paragraph and neither I nor the Principal Protector commence a judicial proceeding within the period provided in Exoneration paragraph below;
- (d) I or the Principal Protector consented to the Agent's conduct, ratified the transaction, or released the Agent in a manner which complies with ARK. CODE ANN. § 28-73-1009;
- (e) the transaction involves a contract entered into or claim acquired by the Agent before the person became Agent; or
- (f) the sale, encumbrance or other transaction is fair and reasonable to me.

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

A sale, encumbrance, or other transaction involving the investment or management of my property is presumed to be affected by a conflict between personal and fiduciary interests if it is entered into by the Agent with:

- (a) the Agent;
- (b) the Agent's spouse;
- (c) the Agent's descendants, siblings, parents, or their spouses;
- (d) an agent or attorney of the Agent; or

(e) a corporation or other person or enterprise in which the Agent, or a person who owns a significant interest in the Agent, has an interest that might affect the Agent's best judgment.

**4.4. Exoneration.** My Agent serves hereunder at my request and as a service to me. It is my desire that the Agent shall be exonerated from liability as set forth herein and as permitted under the Act (specifically ARK. CODE ANN §28-68-115). My Agent shall not be liable to me or any of my successors in interest for any action or inaction taken in good faith. Further, provided the Agent shall conspicuously disclose this limitations period therein, if neither I nor the Principal Protector shall initiate any judicial action, then effective on the first anniversary of the delivery of any account and report as provided above I exonerate, relieve and release my Agent from liability for any breach of duty hereunder or otherwise which is adequately disclosed in any such report. A report adequately discloses the existence of a potential claim for breach of duty if it provides sufficient information so that I or the Principal Protector know of the potential claim or should have inquired into its existence. I note that this limitations period and standard of exoneration and release is similar to and borrowed from the provisions of the Arkansas Trust Code (specifically ARK. CODE ANN §28-73-1005). In the event of any action or proceeding hereunder I encourage the court to rely upon any authority or precedent arising under that provision.

**PART FIVE: GENERAL PROVISIONS**

**5.1. Compensation.** My Agent SHALL or SHALL NOT (Circle One) be entitled to reasonable compensation for serving in such capacity and shall be entitled for reimbursement for reasonable expenses.

**5.2. Severance.** If any provision of this Power is invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

**5.3. Number/Gender.** Except where the context otherwise requires, the singular includes the plural, the plural includes the singular, and the masculine includes the feminine.

**5.4. Choice of Law.** All questions pertaining to validity, interpretation and administration of this Power shall be determined in accordance with the laws of Arkansas.

**5.5. Binding Effect.** All actions of my Agent confirmed and ratified under this Power shall bind me and my heirs, distributees, legal representatives, successors and assigns.

**5.6. Declaration of Understanding.** I understand that this Power is an important legal document. Before executing this Power, my attorney explained to me the following:

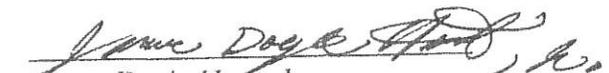
(a) This Power provides my Agent with broad powers to dispose, sell, convey and encumber my real and personal property;

(b) The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power. These powers will continue to exist notwithstanding my subsequent disability or incapacity; and

(c) I have the right to revoke or terminate this Power at any time.

**5.7. Durable Power.** This Power of Attorney is a durable power of attorney as defined in the Act and shall continue despite my legal or medical incapacitation.

IN WITNESS WHEREOF, I have hereunto set my hand on this 27<sup>th</sup> day of December, 2019.

  
James Doyle Hunt, Jr.

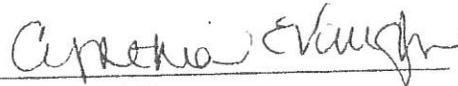
**DURABLE POWER OF ATTORNEY OF  
JAMES DOYLE HUNT, JR.**

**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
COUNTY OF CRAIGHEAD )

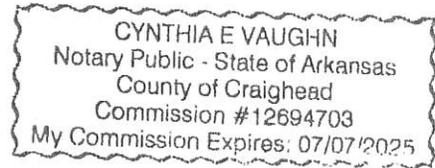
On this day personally appeared before me, the undersigned, a Notary Public within and for the state and county aforesaid, duly qualified, commissioned and acting, James Doyle Hunt, Jr., Principal, who stated and acknowledged that he had signed and executed the foregoing Durable Power of Attorney for the purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 27<sup>th</sup> day of December, 2019.

  
Notary Public

My Commission Expires: 7-7-2025

E:\S\RS RSJ Hunt, Sonny POA Property 2019.wpd





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:074

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 101 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

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

PART OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°31'58" EAST, 76.59 FEET; THENCE SOUTH 19°46'08" EAST, 5.34 FEET; THENCE SOUTH 69°06'42" WEST, 78.29 FEET; THENCE NORTH 00°41'52" EAST, 4.91 FEET TO THE POINT OF BEGINNING, CONTAINING 383 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,149.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.



**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: (101 Mark Street)**

PART OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°31'58" EAST, 76.59 FEET; THENCE SOUTH 19°46'08" EAST, 5.34 FEET; THENCE SOUTH 69°06'42" WEST, 78.29 FEET; THENCE NORTH 00°41'52" EAST, 4.91 FEET TO THE POINT OF BEGINNING, CONTAINING 383 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand one hundred forty-nine dollars **(\$1,149.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, 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. Closing cost to be paid by the buyer.

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

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

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

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

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

Date: \_\_\_\_\_

**ATTEST**

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

**SELLER**

Name: Gladys Johns

Date: 5/22/25

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

Date: \_\_\_\_\_



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:075

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 715 N. PATRICK STREET, PARCEL 01-144074-01300, OWNED BY ARETHA & CLARENCE FOX IN THE AMOUNT OF \$1,565.00

LEGAL DESCRIPTION: PT SE SE

WHEREAS, ARETHA & CLARENCE FOX, the owner of record, was properly notified of a code violation at 715 N. Patrick Street, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 11th of April 2025 using city funds in the amount of \$1565; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 715 N. Patrick Street.



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

ARETHA & CLARENCE FOX

715 N PATRICK ST

JONESBORO, AR 72401

RE: 715 N PATRICK ST

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30th day of January, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 30th day of January, 2025.

  
Notary Public

My commission expires: 10 March 2034



01/30/2025

ARETHA & CLARENCE FOX  
715 N PATRICK ST.  
JONESBORO AR 72401

Case #: 250464

In regards to property located at 715 N PATRICK ST., JONESBORO, AR 72401.

Dear: ARETHA & CLARENCE FOX

Our records show that you own the property listed above. We have observed that PROPERTY HAS A SHOP BUILDING/SHED WHICH COLLAPSED AT LEAST 2 YEARS AGO. THE ENTIRE BUILDING MUST BE CLEANED UP, REMOVED, AND PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE LAW. ALL DEBRIS AND REMAINING WALLS MUST BE REMOVED. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 02/01/2025. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO DEMO THE REMAINING WALLS AND REMOVE ALL DEBRIS, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

Section:

**105-1 Unsafe Building**

**30-5 Unsightly or Unsanitary Conditions**

Cell 870-926-1404

David Cooley  
Code Enforcement Officer  
Jonesboro, AR 72401

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

Postage

\$

Total Postage and Fees

\$

Sent To  
Aretha + Clarence Fox

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

715 N Patrick St

City, State, ZIP+4®

Jonesboro AR 72401

56



Postmark  
Here

9589 0710 5270 1221 0225 0120 6956 87



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

Date: 4-16-2025

To: Tosha Moss

Case #: 250464

Property Address: 715 N Patrick St  
Jonesboro, AR 72401

APN# 01-144074-01300

Letter Sent on: 1-30-2025

Comply by Date: 02-01-2025

Date of Clean-Up Service: 04-11-2025

Need to send the following charges to this person.

Property Owner:  
ARETHA & CLARENCE FOX  
715 N PATRICK ST.  
JONESBORO, AR 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$ 15.00
Admin Fees	\$ 250.00
Clean Up Fee	\$ 1300.00
<hr/>	
Total	\$ 1565.00

Thank you,

Eric Schmett  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403



AFFIDAVIT

ARETHA & CLARENCE FOX

715 N PATRICK ST.

JONESBORO, AR 72401

RE: 715 N PATRICK ST.

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 17th day of April, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 17th day of April, 2025.

Maria Resendez  
Notary Public



My commission expires: 10 March 2034



DATE	INVOICE NO
4/16/2025	0069125

<b>BILL TO</b>
Aretha & Clarence Fox 715 N Patrick Street Jonesboro, AR 72401

DUE DATE
5/21/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
<b>Code Enforcement Charges:</b>						
Filing Fee - 715 N Patrick Street	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 715 N Patrick Street	1.00	250.00	250.00	0.00	0.00	250.00
Clean Up Fee - 715 N Patrick Street	1.00	1,300.00	1,300.00	0.00	0.00	1,300.00
<b>INVOICE TOTAL:</b>			<b>1,565.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,565.00</b>

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

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
5/21/2025	0069125

Customer Name: Aretha & Clarence Fox  
 Customer No: 024790  
 Account No: 0035963 - Code Enforcement Charges

**Please remit payment by the due date to:**

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

Invoice Total:	1,565.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	1,565.00
<b>INVOICE BALANCE:</b>	<b>\$1,565.00</b>
<b>AMOUNT PAID:</b>	<b>_____</b>

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions



Aretha + Clarence Fox  
715 N Patrick St  
Jonesboro AR 72401

60

9589 0710 5270 2238 0465 50



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

ARETHA & CLARENCE FOX

715 N PATRICK ST

JONESBORO, AR 72401

RE: 715 N PATRICK ST

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 2nd day of June, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 2nd day of June, 2025.

Maria Resendez  
Notary Public



My commission expires: 10 March 2034



Invoice# : 0069125
Case# : 250464

Notice Mailed Prior to 6/2/2025

Aretha & Clarence Fox  
715 N Patrick  
Jonesboro, AR 72401

Subject: 715 N Patrick St Parcel# 01-144074-01300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 7/15/2025.

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

You have the right to appear and contest this action.

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

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

9589 0710 5270 2238 0435 28

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	
\$	
<b>Total Postage and Fees</b>	
\$	

Postmark Here

Sent To: **Aretha + ~~Clarence~~ Clarence Fox**

Street and Apt. No., or PO Box No.: **715 N Patrick St**

City, State, ZIP+4®: **Jonesboro AR 72401**

63



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:076

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275.00

LEGAL DESCRIPTION: NE JB NETTLETON CITY

WHEREAS, RANDY & ALEY CRAWFORD, the owner of record, was properly notified of a code violation at 2612 Crawford, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 15th of April 2025 using city funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 2612 Crawford.



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

CRAWFORD RANDY & ALEY

PO BOX 16354

JONESBORO, AR 72403-6705

RE: 2612 CRAWFORD DR

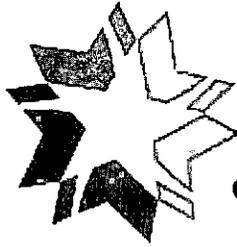
I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 31<sup>st</sup> day of March, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 31<sup>st</sup> day of March, 2025.

  
Notary Public

My commission expires: 10 March 2034



# JONESBORO

ARKANSAS

## *Notice of Violation*

03/31/2025

CRAWFORD RANDY & ALEY  
PO BOX 16354  
JONESBORO AR 72403-6705

Case #: 251516

In regards to property located at: 2612 CRAWFORD DR, JONESBORO, Arkansas 72401

Our records show that you own the property listed above. We have observed that the property needs mowed and trimmed. Property needs to be mowed at least every two weeks. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 04/11/2025. If the issue is not corrected by the date listed, the City will send our contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

**30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs**

**30-5 Unsightly or Unsanitary Conditions**

Call me direct at 870-273-2129 as soon as you receive this letter. Please read the last line of this letter very carefully.

Sincerely,

Blake Nichols  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

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

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

Crawford Bandy & Aley  
PO BOX 16354  
Jonesboro AR 72403-6705<sup>67</sup>



9589 0710 5270 2238 0452 25



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

Date: 4-18-2025

To: Tosha Moss

Case #: 251516

Property Address: 2612 Crawford  
Jonesboro, AR 72401

APN# 01-144273-02300

Letter Sent on: 3-31-2025  
Comply by Date: 04-11-2025  
Date of Mowing Service: 04-15-2025

Need to send the following charges to this person.

Property Owner:  
CRAWFORD RANDY & ALEY  
PO BOX 16354  
JONESBORO, AR 72403-6705

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$ 15.00
Admin Fees	\$ 200.00
Mowing	\$ 60.00
<hr/>	
Total	\$ 275.00

Thank you,

Eric Schmett  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Randy & Aley Crawford

PO Box 16354

Jonesboro, AR 72403

RE: 2612 CRAWFORD

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 18th day of April, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 18th day of April, 2025

  
Notary Public

My commission expires: 10 March 2034



DATE	INVOICE NO
4/18/2025	0069127

<b>BILL TO</b>
Randy & Aley Crawford PO Box 16354 Jonesboro, AR 72403

<b>DUE DATE</b>
5/23/2025
<b>BALANCE</b>

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						10,916.32
<b>Code Enforcement Charges:</b>						
Filing Fee - 2612 Crawford	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 2612 Crawford	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 2612 Crawford	1.00	60.00	60.00	0.00	0.00	60.00
<b>INVOICE TOTAL:</b>			<b>275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275.00</b>

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Randy & Aley Crawford  
Customer No: 023540  
Account No: 0035631 - Code Enforcement Charges

DUE DATE	INVOICE NO
5/23/2025	0069127

**Please remit payment by the due date to:**

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

Invoice Total:	275.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	11,191.32
<b>INVOICE BALANCE:</b>	<b>\$275.00</b>
<b>AMOUNT PAID:</b>	<b>_____</b>

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- Adult Signature Restricted Delivery \$ \_\_\_\_\_

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APR 18 2025

Postage

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Total Postage and Fees

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City, State, ZIP+4®

Crawford Randy & Aley  
PO Box 16354  
Jonesboro AR 72403-6705<sup>71</sup>

9589 0710 5270 2228 0454 09



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

CRAWFORD RANDY & ALEY

PO BOX 16354

JONESBORO, AR 72403-6705

RE: 2612 CRAWFORD DR

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 2nd day of June, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 2nd day of June, 2025.

Maria Resendez  
Notary Public



My commission expires: 10 March 2034



Invoice# : 0069127
Case# : 251516

Notice Mailed Prior to 6/2/2025

Randy & Aley Crawford  
PO Box 16354  
Jonesboro, AR 72403

Subject: 2612 Crawford Parcel# 01-144273-02300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 7/15/2025.

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

You have the right to appear and contest this action.

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

Thank you

A handwritten signature in black ink, appearing to read "S-R", written over the printed name "Scott Roper".

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

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Extra Services & Fees (check box, add fee as appropriate)

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

Postmark  
Here

Postage

\$

**Total Postage and Fees**

\$

Handy + Aley Crawford  
PO BOX 16354  
Jonesboro AR 72403

74



9589 0710 5270 2238 0435 35



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:077

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF TWO BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

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

WHEREAS, Arkansas State University is seeking sponsorship recognition on two baseball fields at Joe Mack Campbell Park;

WHEREAS, Arkansas State University is sponsoring the field for the sum of \$25,000 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of two baseball fields at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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

# EXHIBIT A

## SPONSORSHIP AGREEMENT

### FOR ATHLETIC BASEBALL FIELDS #4 & #12, LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this 1<sup>st</sup> Day of **January, 2026** ("Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement to evidence the agreement of the parties about sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

**I. Term**

- a.** This agreement is for **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

**II. Sponsorship of Facilities**

- a.** It is agreed between the parties hereto, in return for the covenants and conditions set forth herein, that the SPONSOR's name shall be put on a sign to be erected on the designated athletic field (**Baseball Fields #4 & #12**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known after that by the name specified by the SPONSOR, and said sign and name shall remain for a period of **(5) five years**.
- b.** It is agreed between the parties that the SPONSOR shall pay over (5) years for the erected sign and sponsorship, the total sum of **\$25,000** as specified below:
- A sum of **\$5,000** shall be paid on **January 1, 2026**.
  - A sum of **\$5,000** shall be paid on **January 1, 2027**.
  - A sum of **\$5,000** shall be paid on **January 1, 2028**.
  - A sum of **\$5,000** shall be paid on **January 1, 2029**.
  - A sum of **\$5,000** shall be paid on **January 1, 2030**.

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional (5) years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor for the designated field in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for the SPONSOR's designated field. However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by the CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sponsored field and the SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

**III. Assign Ability and Exclusivity**

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

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and by the laws of the State of Arkansas and the venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. 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 enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

- e. 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 of the day and year set forth below.

**Arkansas State University**

By: LISA GLASCO, CPCP, CPPB, CPPD, NIGP-CPP, APO

Name: Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO

Title: Director of Procurement Services

Phone: 870-972-2028

Email: lglasco@astate.edu

Date: 6/19/2025

CITY OF JONESBORO

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

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

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:078

**Agenda Date:**

**Version:** 2

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF ONE SOCCER FIELD AT JOE MACK CAMPBELL PARK

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

WHEREAS, Arkansas State University is seeking sponsorship recognition on one soccer field at Joe Mack Campbell Park;

WHEREAS, Arkansas State University is sponsoring the field for the sum of \$12,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of one soccer field at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC SOCCER FIELD #7, LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup>** Day of **January, 2026**. ("Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement to evidence the agreement of the parties about sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

**I. Term**

- a.** This agreement is for **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

**II. Sponsorship of Facilities**

- a.** It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on the designated athletic field (**Soccer Field #7**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known after that by the name specified by the SPONSOR, and said sign and name shall remain for a period of **(5) five years**.
- b.** It is agreed between the parties that the SPONSOR shall pay over (5) years for the erected sign and sponsorship the total sum of **\$12,500** as specified below:
- A sum of **\$2,500** shall be paid on **January 1, 2026**.
  - A sum of **\$2,500** shall be paid on **January 1, 2027**.
  - A sum of **\$2,500** shall be paid on **January 1, 2028**.
  - A sum of **\$2,500** shall be paid on **January 1, 2029**.
  - A sum of **\$2,500** shall be paid on **January 1, 2030**.

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional (5) years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor for the designated field in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for the SPONSOR's designated field. However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by the CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sponsored field and the SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

**III. Assign Ability and Exclusivity**

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

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and by the laws of the State of Arkansas and the venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. 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 enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

- e. 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 of the day and year set forth below.

**Arkansas State University**

By: LISA GLASCO, CPCP, CPPB, CPPO, NIGP-CPP, APO

Name: Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO

Title: Director of Procurement Services

Phone: 870-972-2028

Email: lglasco@astate.edu

Date: 6/19/2025

CITY OF JONESBORO

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

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

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:079

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH DENVER'S REFRIGERATION FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

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

WHEREAS, Denver's Refrigeration is seeking sponsorship recognition on a softball field at Southside Sports Complex;

WHEREAS, Denver's Refrigeration is sponsoring the field for the sum of \$7,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Denver's Refrigeration for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

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

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #4, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Denver's Refrigeration** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this 1<sup>st</sup> Day of **January 2025** ("Effective Date").

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

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

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

I. **Term**

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2029**.

II. **Sponsorship of Facilities**

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #4**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on July 1, 2025

A sum of \$1,500 shall be paid on July 1, 2026

A sum of \$1,500 shall be paid on July 1, 2027

A sum of \$1,500 shall be paid on July 1, 2028

A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #4**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

**III. Assign Ability and Exclusivity**

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

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. 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.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. 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 enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- e. 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 of the day and year set forth below.

**Denver's Refrigeration**

By:   
Name: Myca Ferguson  
Title: Secretary  
Phone: 870 9359432  
Email: denversrefrig@gmail.com  
Date: 11/8/2024

**CITY OF JONESBORO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:080

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH COACH JOEY'S FASTPITCH ACADEMY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

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

WHEREAS, Coach Joey's Fastpitch Academy is seeking sponsorship recognition on a softball field at Southside Sports Complex;

WHEREAS, Coach Joey's Fastpitch Academy is sponsoring the field for the sum of \$7,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Coach Joey's Fastpitch Academy for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

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

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #8, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Coach Joey's Fastpitch Academy** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup>** Day of **January 2025** ("Effective Date").

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

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

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

### I. **Term**

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup>** of **December, 2029**.

### II. **Sponsorship of Facilities**

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #6**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on July 1, 2025

A sum of \$1,500 shall be paid on July 1, 2026

A sum of \$1,500 shall be paid on July 1, 2027

A sum of \$1,500 shall be paid on July 1, 2028

A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #8**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

**III. Assign Ability and Exclusivity**

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

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. 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.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. 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 enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- e. 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 of the day and year set forth below.

**Coach Joey's Fastpitch Academy**

By: Joey Chavers

Name: Joey Chavers

Title: owner

Phone: 870-219-5904

Email: Coachjoeys@aol.com

Date: 12/11/2024

CITY OF JONESBORO

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

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

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

Date: \_\_\_\_\_

ATTEST:

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:087

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Jonesboro, Arkansas, recognizes the importance of providing public recreational facilities for residents and visitors; and

WHEREAS, the City of Jonesboro strives to increase tourism by hosting regional shooting sports tournaments; and

WHEREAS, the City of Jonesboro seeks funding from the Arkansas Community Assistance Grant Program to construct a 6,000-square foot administrative building at the Jonesboro Shooting Sports Complex to enable the facility to host large regional tournaments; and

WHEREAS, the City will request the maximum grant of \$1,500,000, with a 20 percent local match of \$300,000.

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

SECTION 1: The Jonesboro City Council authorizes the Grants and Community Development Department to apply to the Arkansas Community Assistance Grant Program to construct an administrative building at the Jonesboro Shooting Sports Complex.

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

SECTION 3: The City Council does hereby authorize the Mayor and City Clerk to execute all agreements and contracts regarding any future grant award.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:088

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY25 ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Jonesboro, Arkansas, recognizes the importance of providing public recreational facilities for residents and visitors; and

WHEREAS, the City of Jonesboro seeks to make its new park in northeast Jonesboro a multi-use property; and

WHEREAS, the City of Jonesboro seeks funding from the Arkansas Community Assistance Grant Program to construct a trail network and fishing pond on the recently purchased property behind Journey Church Jonesboro and Cornerstone United Methodist Church; and

WHEREAS, the City will request the maximum grant of \$1,500,000, with a 20 percent local match of \$300,000.

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

SECTION 1: The Jonesboro City Council authorizes the Grants and Community Development Department to apply to the Arkansas Community Assistance Grant Program for assistance in constructing a trail network and fishing pond at the new park in northeast Jonesboro.

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

SECTION 3: The City Council does hereby authorize the Mayor and City Clerk to execute all agreements and contracts regarding any future grant award.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:089

**Agenda Date:**

**Version:** 1

**Status:** Recommended to Council

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

**File Type:** Resolution

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE FY2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN THAT INCLUDES THE FY2025-2026 CDBG PROJECTS, ACTIVITIES AND BUDGET

WHEREAS, the City of Jonesboro, Arkansas has held two public hearings and one public review and comment period for the CDBG Annual Action Plan; and,

WHEREAS, the FY2025-2026 CDBG Annual Action Plan is in the fourth year of the (2022-2026) Five-Year Consolidated Plan designed to address goals set for community needs; and,

WHEREAS, the FY2025-2026 CDBG Annual Action Plan contains the projects, activities and budget for the federal allocation amount of \$728,792. The FY2025-2026 Annual Action Plan budget is listed below:

**CDBG FY2025-2026 BUDGET ALLOCATION:**

\$728,792

**ADMINISTRATION**

\$145,758.40

**PUBLIC SERVICES**

\$94,318.80

1.	CASA of the 2nd Judicial District	\$10,802
2.	St. Bernards Development Foundation	\$10,300
3.	Jonesboro Church Health Center	\$10,471
4.	Hispanic Community Services, Inc.	\$10,898
5.	Jonesboro City Stars Booster Club	\$10,591
6.	Family Crisis Center	\$10,697
7.	Hope Found of Northeast Arkansas	\$10,755
8.	Jonesboro Business Association	\$8,896.80
9.	City Youth Ministries	\$10,908

LOW AND MODERATE (LMI) INCOME HOMEOWNER REHABS \$72,879.20

DEMOLITION AND CLEARANCE ASSISTANCE PROGRAM \$21,863.76

**FIRST TIME HOMEBUYER PROGRAM**

\$15,000

PUBLIC IMPROVEMENTS

\$378,971.84

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

SECTION 1: The FY2025-2026 Annual Action Plan, attached hereto, is hereby approved by the City Council.

SECTION 2: The FY2025-2026 CDBG projects, activities and budget are hereby approved for the Annual Action Plan.

SECTION 3: The Grants and Community Development Department are hereby authorized by the City Council for the City of Jonesboro, AR to submit all necessary documents for the FY2025-2026 CDBG Program.

SECTION 4: The City Council does hereby authorize the Mayor and the Mayor's designees to execute all agreements and contracts regarding the future award of the FY2025-2026 CDBG Program funding.

Public Service Organization (FY2025-2026 RFP)	Project	FY2025 Allocation
St. Bernards Development Foundation	Life skills and financial literacy courses for the homeless	\$ 10,300.00
Hispanic Community Services, Inc	Expansion of Hispanic Emerging Leaders (25 student scholarships)	\$ 10,898.00
Jonesboro Church Health Center	Diabetes care for low-and-moderate income individuals.	\$ 10,471.00
City Stars Booster Club	Wolf Cub Youth Football equipment reconditioning/replacing	\$ 10,591.00
Family Crisis Center	Bright Horizons for Health: health/vision/dental costs	\$ 10,697.00
CASA	Building Better Futures: recruit, train and support volunteer advocacy for children in foster care and teach them life skills	\$ 10,802.00
Hope Found	Expand human trafficking awareness and education services.	\$ 10,755.00
Jonesboro Business Association	Interview/resume prep program for high school seniors	\$ 8,896.80
City Youth Ministries	Summer program 2025	\$ 10,908.00
Total		\$ 94,318.80



# **Annual Action Plan**

## **Community Development Block Grant**

**2025 Program Year**

**(July 1, 2025 – June 30, 2026)**

---

City of Jonesboro

Department of Grants & Community Development

300 South Church Street, Suite 402

Jonesboro, Arkansas 72401

# **2025 Annual Action Plan**

**(July 1, 2025 – June 30, 2026)**

## **City Council Members**

**Harold Copenhaver, Mayor**

**Janice Porter, Ward 1**

**Brian Emison, Ward 1**

**Dr. Charles Coleman, Ward 2**

**Chris Moore Ward 2**

**Ann Williams, Ward 3**

**Chris Gibson, Ward 3**

**John Street, Ward 4**

**Kevin Miller, Ward 4**

**LJ Bryant, Ward 5**

**Joe Hafner, Ward 5**

**Dr. Anthony Coleman, Ward 6**

**David McClain, Ward 6**

## **Department of Grants & Community Development**

**Alejandra Morales, Interim Director of Grants & Community Development**

**Brenda Hall, Grants & Finance Specialist**

**Madelynn Williams, CDBG Program Manager**

**Mark Coomes, Grant Writer**

### **Table of Content**

**Community Development Block Grant Program**

**2025 Program Year Funds \$728,792**

**CONTENT** **PAGE**

---

**Process**

AP-05 Executive Summary 4

PR-05 Lead & Responsible Agencies 8

AP-10 Consultation 9

AP-12 Participation 13

**Annual Action Plan**

AP-15 Expected Resources 18

AP-20 Annual Goals and Objectives 21

AP-35 Projects 23

AP-38 Project Summary 25

AP-50 Geographic Distribution 30

AP-55 Affordable Housing 32

AP-60 Public Housing 33

AP-65 Homeless and Other Special Needs Activities 35

AP-75 Barriers to Affordable Housing 37

AP-85 Other Actions 38

AP-90 Program Specific Requirements 41

**Appendices**

Appendix 1: Citizen Participation Comments

Appendix 2: Guidance on Submitting 2025 Plan (CDBG)

Appendix 3: COJ Passed and Approved Resolution

Appendix 4: Forms SF424 and SF424-D, and Certifications

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The U.S Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Entitlement Program allocates annual funds to the City of Jonesboro, Arkansas. The CDBG Program authorized under Title 1 of the Housing and Community Development Act of 1974. The purpose of the program is to provide funding for grantees to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities benefiting low-and-moderate income persons within city limits of Jonesboro. CDBG eligible activities must address one of the following three National Objectives.

- Benefit to low-moderate-income (LMI) persons or households.
- Aid in the prevention or elimination of slums or blight; and,
- Meet a need having a particular urgency (urgent need).<sup>5</sup>

City of Jonesboro, as grantee, carries out a wide range of community development activities, such as housing services and economic development within the following core activities-programs:

- Homeowner Rehabilitation Assistance
- Homeowner Assistance
- Demolition and Clearance Assistance
- Public Services Program
- Public Facilities and Improvement Program
- Neighborhood Revitalization Program; and
- Homeless Prevention and Services

Designed to set goals that address community needs, the City of Jonesboro 2025 Annual Action Plan is an addition to the 2022-2026 (Five Year Consolidated Plan). This Action Plan is the fourth annual report with descriptions and actions for specific activities that meet the goals outlined in the Consolidated Plan.

HUD FY 2025 appropriations were released on May 14, 2025. The City of Jonesboro received \$728,792 in CDBG allocations to carry out allowable activities listed herein. These funds will be used to provide assistance to the Public Services; Homeowner Rehabilitation; First Time Homeownership and Infrastructure Improvements.

As the lead agency for the Consolidated and Annual Action Plan, the City of Jonesboro Department of Grants & Community Development follows a citizen participation plan to include citizens, City departments, CDBG Advisory Committee, Non-Profit Organizations, and other public and private entities to contribute to the development of the Plan.

## **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Jonesboro with the citizen participation process has identified objectives and outcomes to provide decent housing, a suitable living environment, and by expanding economic opportunities benefitting low- and moderate-income persons in areas within city limits of Jonesboro.

Programs and FY 2025 CDBG allocations are as follows

- Public Services Program and First Time Homeownership Assistance Grant will have approximately 15% of funding dedicated to these programs in total. The First Time Homeownership Assistance to aid LMI first-time homebuyers with down payment and closing costs to assist 3 qualified individuals at a maximum of \$5,000 per applicant. Public Services Program provides nonprofit organizations with funding for programs benefitting LMI persons and/or areas.
- Demolition and Clearance Assistance will receive approximately 3% of the annual allocation to demolish qualified homeowner properties and other dilapidated structures in LMI areas.
- Homeowner Rehabilitation Assistance to LMI qualified homeowners has an allocation of approximately 10% of the funds to assist approximately 4 homeowners with rehabilitation projects.
- Public Improvements will receive approximately 52% of allocated funds for public improvement projects in LMI areas.

## **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Jonesboro (COJ) continues addressing housing services as one of the priorities for the Department. Providing LMI persons with decent housing and suitable living environment is a continuing goal. Homeownership, Homeowner Rehabilitation Assistance and other activities funded have been instrumental to enable the City to address issues that homeowners encounter by living in substandard conditions and having limited access to affordable housing.

The rehab grant provides qualified homeowners with the opportunity to complete needed home repairs; the grant is very sought after. Most applicants are elderly with low fixed income and female-headed households. The City of Jonesboro continues addressing housing services as one of the priorities for the Department. Providing low-and moderate-income persons with decent housing and a suitable living environment is a continuing goal. Homeownership, Homeowner Rehabilitation Assistance and

other activities funded have been instrumental to enable the city to address issues that homeowners encounter by living in substandard conditions and having limited access to affordable housing.

The First Time Homeownership Grant program has funded three homeowners in FY 2024. In an effort to grow the program interest, the City is allocating funding in FY 2025 to assist more applicants fulfill their dream of owning a home. For 2025, the COJ plans to assist three eligible First Time Homeowners.

Aiding in the prevention and elimination of homelessness continues to be a priority for the jurisdiction. In previous years, CDBG funding has been awarded to organizations providing services to the homeless and those at-risk of becoming homeless through facility rehab projects, administrative expenses, and or program related costs.

Moreover, the Public Services Program is a great way to assist nonprofit organizations with administrative and program expenses for services they provide to their LMI clients and residents. The Hispanic Community Services, Inc. is an organization providing several programs and services to the Hispanic community in Jonesboro and the outskirts of the city. This year, CDBG will fund several non-profits that aim to assist and to provide an array of needed services for LMI residents.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The jurisdiction follows the citizen participation plan process to include citizens, city departments, non-profits, and other public and private entities to contribute to the development of the Plan. The CDBG Citizens Advisory Committee and the Grants & Community Development staff are involved in the decision-making process for funding allocations. Citizens have the opportunity to provide public input and to become informed throughout the planning process by participating in public hearing and public review and comment period, all advertised in a local newspaper, COJ website, and social media platforms.

On December 28th, 2024, a public notice was posted in the Jonesboro Sun and on the City of Jonesboro's website and other social media platforms inviting citizens to attend a public hearing held on January 16, 2025, at 10:30 am and 5:30 pm. The public hearings were held one in the morning and one in the evening to facilitate participation and convenience for citizens to attend. There were no participants at the 10:30 am public hearing and no participants at the 5:30 am public hearing.

To fulfill the public comment and review periods for the Action Plan draft. The City published the Notice of 30 Days Public Review and Comment Period advertisement in the local newspaper and on the COJ website. The public comment period began January 16th, 2025, and was open until February 24, 2024. This comment period was used to solicit public input for the Annual Action Plan planning process. A copy of the plan was available in the office for review necessary to submit any comments about the Plan.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

Not Applicable - None Known

**7. Summary**

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JONESBORO	Grants and Community Development Department

Table 1 – Responsible Agencies

### Narrative (optional)

The City of Jonesboro Department of Grants and Community Development is the lead agency assigned to administrate, implement and oversee the Community Development Block Grant (CDBG) funded programs and activities. The staff are responsible for preparing the Consolidated Plan and Annual Action Plan with the input and collaboration with citizens, public and private entities.

### Consolidated Plan Public Contact Information

Grants and Community Development Department

grants@jonesboro.org

870-336-7170

## AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

### 1. Introduction

As part of the consolidated planning process, the City of Jonesboro (COJ) recognizes that collaborating with citizens, public and private entities is vital for the advancement of the community. The Grants and Community Development Department administers the Community Development Block Grant Program and continuously forms partnerships with organizations to provide input on their field of expertise to better assist the Department in developing the Plan.

During the planning process for the 2025 Annual Action Plan, the City consulted with the community, COJ departments, public and private organizations. Collaborated and consulted with the Jonesboro Urban Renewal & Housing Authority (JURHA), Crowley’s Ridge Development Council (CRDC), Department of Human Services, Beck Pride Center, United Way of Northeast Arkansas, and many other organizations and agencies.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The jurisdiction receives input from City departments, Citizens Advisory Committee, public and private organizations, and federal and state agencies to coordinate community development and housing services. Coordination between entities includes strategizing, communicating, and serving on committees and boards.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City was involved with planning and strategizing the Homelessness Task Force Coalition in 2016 and 2017. COJ is a member of the Northeast Arkansas Continuum of Care Coalition, part of the Arkansas Balance of State CoC. The City maintains its goal of addressing the needs of homeless persons and continues to work diligently, collaborating on a future site for a shelter, if the citizens wish to move forward in that direction.

Being part of the NEA AR CoC Coalition has facilitated the COJ by working together with other organizations and agencies that provide services to the homeless population in Craighead, Green, and Poinsett Counties. During the planning process, the jurisdiction has collaborated with Crowley’s Ridge Development Council (CRDC), Hispanic Community Services, Inc. (HCSI); Northeast Arkansas Regional Transportation Planning Commission (N.A.R.T.C.P), East Arkansas Planning and Development District

(EAPDD), Craighead County Veterans Services, HUB Homeless Resource Center, and other non-profit organizations, church outreach ministries, community groups and neighborhood associations.

The City participates in the annual Point in Time Count (PIT), collaborating with its partners to serve the homeless populations and at risk of becoming homeless. Craighead County had a PIT count of **XX** homeless individuals for 2025-2026.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Jonesboro planning process is a 12-month process that solicits and accepts citizens' input throughout the year. Information and data are collected from federally mandated public hearings, including CDBG, AFH hearings, community meetings and listening sessions. This process has enhanced the avenues for sharing data and gaining a better understanding of how we can coordinate our efforts to improve the lives of low- and moderate-income citizens. Additionally, social service agencies and other entities continue to be invited to the table during the planning process as well as throughout the year. This yearlong listening process has proven to be successful in gaining input from a cross-section of the community and service providers.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	City of Jonesboro
	<b>Agency/Group/Organization Type</b>	Other government - Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Jonesboro Department of Grants and Community Development has collaborated with all City departments through the year process for the annual action plan. The purpose of collaborating is to find ways to leverage CDBG funds with other local, state, federal, and private funding for projects to benefit LMI areas and individuals. Projects such sidewalk and street improvements, parks improvements and playground equipment, economic development, in conjunction with assisting with City's Master Plan to provide connectivity to LMI neighborhoods to access to stores, health services, and more.
2	<b>Agency/Group/Organization</b>	Northeast Arkansas Regional Transportation Planning Commission
	<b>Agency/Group/Organization Type</b>	Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Regional Transportation Planning
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The N.A.R.T.P.C partnership with the Grants and Community Development Department to enable input to pedestrian safety issues and improvements needed in areas of town, especially in north Jonesboro.

**Identify any Agency Types not consulted and provide rationale for not consulting**

Not applicable - None known.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Jonesboro	This plan overlaps the Consolidated and Action Plans through ensuring affordable and decent housing is available for the homeless to become independent and integrated into the community.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
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1	Newspaper Ad	Non-targeted/broad community Non-Profit Organizations	Notice of Public Hearing- Non-Profit organizations and residents contact office for more information if there are questions about public hearing times and location. Notice of Funding availability and RFP- citizens and organizations contact the office to inquire about the grants available, qualification, and requirement. Seven proposals were received. Notice of 30-Day and Day Public	Not Known - Not applicable	Not Known - Not applicable	Not Known - Not applicable
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			Review and Comment Period			
2	Public Hearing	Non-targeted/broad community	Not Known - Not applicable	One inquiry asking when public service applications will become available.	Not Known - Not applicable	Not Known - Not applicable
3	Internet Outreach	Non-targeted/broad community	Not Known - Not applicable	Not Known - Not applicable	Not Known - Not applicable	<a href="https://www.jonesboro.org/152/CD">https://www.jonesboro.org/152/CD</a> BG-Program and <a href="https://www.facebook.com/cityofjonesboroar/">https://www.facebook.com/cityofjonesboroar/</a>
4	Radio	Non-targeted/broad community	Not Known - Not applicable	Not Known - Not applicable	Not Known - Not applicable	Not Known - Not applicable

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The 2025 CDBG allocation of \$728,792 will be utilized for the program year to fund multiple projects and activities to benefit LMI persons directly or indirectly.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	728,792	0	XX	XX	XX	2025 (Year 4) CDBG allocation received is \$728,792. Prior Year Resources is the amount in IDIS at the end of FY2024 (Year 3). The remainder of the Con Plan Years 4-5 (2025-2026) estimate was based on the 2024 actual allocation amount.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

**matching requirements will be satisfied**

FY 2025 is the fourth year of the Consolidated Plan. The jurisdiction will continue to utilize the CDBG funds for the improvement of the community with infrastructure projects, assisting LMI citizens with housing assistance, and funding nonprofit organizations to provide services vital for the Low to Moderate Income community. In effort to increase the positive impact CDBG funds, the jurisdiction may leverage CDBG funds with additional state, local, and private funds.

One of the projects in which CDBG funds are leveraged is the Veterans Village Outreach Center. The Arkansas Development Finance Authority (ADFA) awarded the City of Jonesboro \$1,058,925 from the National Housing Trust Fund Program to construct the affordable housing for veterans (Veterans Village of Jonesboro); the grant covers the costs of building the housing units. CDBG funds are going towards the construction of the Outreach Center located in the Veterans Village premises. Having a center will enable us to provide onsite housing and supportive services to the veterans being housed in the village and those in the community seeking these services. In FY 2020, \$50,000 was allocated to assist with the construction of the center, specifically, to cover the cost of plumbing. Then, in FY 2021, \$50,000 was allotted to cover the costs to complete the project. The Veterans Village project is an example of leveraging federal, state, local, and private funds to complete a project such this one of this magnitude. It is necessary to be noted that no CDBG funds went towards the housing aspect of the project; all funds allocated were for the Outreach Center.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

One of the priorities of the jurisdiction is to aid in the prevention and eradication of homelessness. The City is currently working with appointed coalition members, other COJ departments, and key stakeholders to find a location for a homeless shelter. Additionally, the Veterans Village and the Outreach Center are on city-owned property.

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

1	Create Attractive Neighborhood-Livability	2025	2026	Non-Housing Community Development	AFH: Availability, type, frequency & reliability AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public	CDBG: Approximately \$583,033.60	Public service activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted  Homeowner Housing Rehabilitated: 4 Household Housing Unit  Demolition and Cleared housing: 4 Household Housing Unit  Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
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#### Goal Descriptions

1	<b>Goal Name</b>	Create Attractive Neighborhood- Livability
	<b>Goal Description</b>	<p>To create attractive neighborhoods the City will continue to focus on funding housing services.</p> <p>Public services providing diverse resources to the LMI community will be funded <b>(\$94,318.80)</b> to serve many Jonesboro residents. The services may include after-school programs, assistance to presumed benefit groups (such as the elderly, homeless, battered persons) and health services. Furthermore, funding <b>(\$15,000)</b> will be used to provide assistance to cover closing or down payment for new homeowners looking to purchase a home in Jonesboro. Approximately 3 people will benefit.</p> <p>Housing services: Homeowner Rehabilitation Assistance <b>(\$72,879.20)</b> to LMI homeowner occupied. Approximately 4 homeowners will benefit from the grant; additionally, it helps improve their quality of life. Demolition and Clearance Assistance <b>(\$21,863.76)</b> to LMI homeowners, approximately 4 homeowners will benefit from the grant. LMI neighborhoods to prevent/eliminate slums and blight will benefit.</p> <p>Many of the activities funded this fiscal year will be to address neighborhood revitalization specifically through public facilities and improvements <b>(\$378,971.84)</b>.</p> <p>The remaining funds <b>(\$145,758.40 or 20% of funding)</b> will be used to cover the cost of program administration.</p> <p>Additionally, creating attractive neighborhood livability is part of the City aiming to develop a community revitalization strategy with the goal to conduct a professional neighborhood assessment. The assessment will enable the City to design better strategies to target specific and identified neighborhoods in need.</p>

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The U.S. Department of Housing and Urban Development (HUD) has allocated \$728,792 of Community Development Block Grant (CDBG) funds for the City of Jonesboro to achieve the set goals of activities listed in the 2025 Action Plan.

#### Projects

#	Project Name
1	Homeowner Rehabilitation Assistance
2	Homeowner Assistance
3	Demolition & Clearance Assistance
4	Public Services
5	Public Improvements
6	CDBG Program Planning & Administration

**Table 6 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

CDBG funds benefit LMI individuals throughout the City of Jonesboro. Housing Services: Homeowner Rehabilitation Assistance; Homeownership Assistance; Demolition & Clearance, are citywide services for qualified LMI applicants. It is a priority for the City to provide these services, the Homeowner Rehabilitation Assistance benefits individuals at 51 percent and below of HUD income guidelines. These services are a priority due to the high number of applicants having homes near dilapidation caused by years being unattended by the homeowner for various reasons, one being limited income. Demolition assistance is needed for preventing and eliminating slum and blight in LMI neighborhoods. Furthermore, assisting LMI individuals that are unable to afford to demolish their own houses after a fire or severe decay. Assisting first-time homebuyers with closing costs/ down payments provides accessibility to affordable housing.

This program year, funds will be allocated to address Public Services Program needs. Public Services provide diverse necessary services to LMI Jonesboro residents and serve different cross sections of the community needing assistance. The services provided can for after-school programming, health services,

crime reduction, housing and much more.

Lastly, over half of the funding will be used for public infrastructure improvements such as asphalt overlays, sidewalks or crosswalks in North Jonesboro. This kind of investment in the most impoverished area of the city will improve neighborhood attractiveness and livability.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Homeowner Rehabilitation Assistance
	<b>Target Area</b>	Jonesboro
	<b>Goals Supported</b>	Create Attractive Neighborhood-Livability
	<b>Needs Addressed</b>	AFH: Location and Type of Affordable Housing
	<b>Funding</b>	CDBG:\$72,879.20
	<b>Description</b>	Homeowner Rehabilitation Assistance for qualified homeowner-occupied properties for minor and major home repairs. Repair, replacements, energy efficiency improvements, and / or installations (such as plumbing, roof, electric up top codes, windows and many more). Households can receive up to \$20,000 in repairs but may only receive up to \$25,000 in repairs per house if they have received assistance before.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 4 projects will be completed for qualified LMI applicants. Most grant recipients are elderly with fixed incomes below the 50% HUD income limits.
	<b>Location Description</b>	Citywide projects based on LMI applicants in various locations throughout the city limits of Jonesboro.
	<b>Planned Activities</b>	CDBG Funds will cover the cost of the rehab projects that may be comprised in replacement, repair, and installation.
2	<b>Project Name</b>	Homeowner Assistance
	<b>Target Area</b>	Jonesboro
	<b>Goals Supported</b>	Create Attractive Neighborhood- Livability
	<b>Needs Addressed</b>	AFH: Availability of Affordable Units in a Range
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Homeownership Assistance program provides qualified first-time homebuyers with a \$5,000 grant for a down payment and closing costs assistance. Most applicants are within 80% of HUD income limits.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Three LMI households will directly benefit from this grant

	<b>Location Description</b>	Citywide projects based on LMI applicants in various locations throughout the city limits of Jonesboro.
	<b>Planned Activities</b>	Homeownership Assistance program provides qualified first-time homebuyers with a \$5,000 grant for a down payment and closing costs assistance.
3	<b>Project Name</b>	Demolition & Clearance Assistance
	<b>Target Area</b>	Jonesboro - Low Income Areas
	<b>Goals Supported</b>	Create Attractive Neighborhood- Livability
	<b>Needs Addressed</b>	AFH: Deteriorated and Abandoned Properties
	<b>Funding</b>	CDBG: \$21,863.76
	<b>Description</b>	The demolition assistance grant benefits LMI homeowners to demolish their dilapidated properties. It may include the demolition of privately owned buildings aiming to address slum and blight in LMI areas. Up to \$7,000
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Three to four homeowners will benefit directly from receiving the grant to demolish their dilapidated homes.
	<b>Location Description</b>	Citywide qualified applicants, most in identified LMI areas, especially in North Jonesboro.
	<b>Planned Activities</b>	Qualified applicants will receive the grant to demolish dilapidated homes. CDBG funds will cover the cost of demolition and tipping fees.
4	<b>Project Name</b>	Public Services
	<b>Target Area</b>	Jonesboro
	<b>Goals Supported</b>	Create Attractive Neighborhood-Livability
	<b>Needs Addressed</b>	AFH: Lack of Services & Amenities - Public
	<b>Funding</b>	CDBG: \$94,318.80
	<b>Description</b>	Non-profits receive funding to provide community services and resources such as after-school programming, health services, housing services, crime reduction and much more.
	<b>Target Date</b>	6/30/2026

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This program will directly benefit many LMI individuals located Jonesboro.
	<b>Location Description</b>	Administration of project will be conducted at the Municipal Center by the Grant and Community Development Department.
	<b>Planned Activities</b>	CDBG funds will be utilized to cover the cost of supplies, materials, printing, and staff wages.
5	<b>Location Description</b>	Public Improvements
		North Jonesboro
	<b>Goals Supported</b>	Create Attractive Neighborhood-Livability
	<b>Needs Addressed</b>	Lack of Public Investment Lack of Services & Amenities
	<b>Funding</b>	CDBG: \$378,971.84
	<b>Description</b>	Public Improvements
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The infrastructure improvements will benefit many LMI residents in North Jonesboro
	<b>Location Description</b>	Citywide projects based on LMI applicants in various locations throughout the city limits of Jonesboro.
	<b>Planned Activities</b>	CDBG funds will be utilized to cover the cost of asphalt overlays in Areas of North Jonesboro currently suffering from heavily damaged or undrivable roads.
6	<b>Project Name</b>	CDBG Program Planning & Administration
	<b>Target Area</b>	Jonesboro North Jonesboro Jonesboro - Low Income Areas
	<b>Goals Supported</b>	AFH: Improvement of Public Transit AFH: Establish a Citizen Fair Housing Board AFH: Develop a Community Revitalization Strategy AFH: Increase Fair Housing Knowledge AFH: Increase Accessibility for the Disabled Create Attractive Neighborhood- Livability Housing and Services Opportunities to the Homeless

<b>Needs Addressed</b>	<p>AFH Factor: Lack of Public Investment - Transit</p> <p>AFH: Access to Transportation for Persons</p> <p>AFH: Availability, type, frequency &amp; reliability</p> <p>AFH: Community Opposition</p> <p>AFH: Lack of Private Investments</p> <p>AFH: Location and Type of Affordable Housing</p> <p>AFH: Occupancy Codes and Restrictions</p> <p>AFH: Private Discrimination</p> <p>AFH: Deteriorated and Abandoned Properties</p> <p>AFH: Lack of Community Revitalization Strategies</p> <p>AFH: Lack of Fair Housing Outreach &amp; Enforcement</p> <p>AFH: Lack of Knowledge of Fair Housing</p> <p>AFH: Availability of Affordable Units in a Range</p> <p>AFH: Inaccessible Sidewalks, Pedestrian Crossings</p> <p>AFH: Lack of Transitional Housing</p> <p>AFH: Lack of Services &amp; Amenities - Public</p>
<b>Funding</b>	CDBG: \$145,758.40
<b>Description</b>	<p>CDBG administration expenses necessary for planning, project management, implementation and compliance reporting. Planned activities include managing 2025 CDBG funded programs, projects, and complying with federal, state, and local laws and regulations. Program management will directly/indirectly have a positive effect on thousands of low-to-moderate income individuals throughout the program year. Planned activities include managing CDGB funded programs, projects, and complying with federal, state, and local laws and regulations. Meeting the 20 percent cap.</p>
<b>Target Date</b>	6/30/2026
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Citywide outreach and services, specifically to LMI residents
<b>Location Description</b>	Municipal Center at 300 S. Church St., Jonesboro, Arkansas 72401
<b>Planned Activities</b>	Planned activities include managing CDBG funded programs, projects, and complying with federal, state, and local laws and regulations.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Jonesboro – data shows multiple low-and moderate-income sectors citywide. There are multiple pockets of low-income and minority concentrations throughout the city. Three key areas in the city have the highest LMI population and with neighborhoods needed rehabilitation, revitalization, and beautification strategies. These areas are north Jonesboro (NRSA), Fairview at the east of city limits, and West Ends adjacent to downtown in the west side of town. North Jonesboro has approximately 74.8 percent of LMI population in Census Tract 6.01 Block Group 3, 6.02 Block Group 1 and 2. Fairview has approximately 70 percent of LMI population in Census Tract 4.01 Block Group 1 and 3, 4.02 Block Group 3, and 5.02 in Block Group 1 and 3. West End overall census tract data shows that approximately 55 percent of the population is LMI; however, the area of focus are in Census Tract 1.01 Block Group 1 and 3, and 2 Block Group 3 indicating that 75.9 percent are LMI.

### Geographic Distribution

Target Area	Percentage of Funds
Jonesboro	38
North Jonesboro	52
Jonesboro - Low Income Areas	10

Table 6 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

It is the City's priority to fund projects and activities that benefit LMI individuals and areas; subsequently, to comply with §91.220(f), the City dedicates over 70% of funds to benefit LMI persons and areas. A portion of the funds will be utilized to fund activities in north Jonesboro, where a large number of LMI households reside. Most of the public services organizations being funded this fiscal year provide services to LMI individuals. Funds for housing services are awarded to qualified LMI individuals citywide; however, there is a large number of applicants from north Jonesboro for the rehabilitation assistance program.

Geographic distribution is as follow: Jonesboro (citywide) 38 percent, LMI areas 52 percent, north Jonesboro 10 percent. Program Planning and Administration amount allocated was divided evenly

among the three areas of focus for a balanced distribution.

**Discussion**

Funds will benefit low-and moderate-income individuals all throughout the city of Jonesboro.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

In FY2025 are being awarded to three first-time homebuyers for the Homeownership Assistance Program. These funds are awarded to qualified LMI individuals to assist with closing costs and the down payment.

Currently, the jurisdiction is working on funding housing services from 2023-2024 CDBG funds. Approximately four houses will be completed for the Homeowner Rehabilitation Assistance Program. Funds to rehabilitate homeowner-occupied properties to bring them up to code and to create a clean and safe environment to live in. With this program, homeowners in very dilapidated housing will be able to stay in their property that they can afford as opposed to relocating in case their home becomes condemned-unlivable conditions.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	3
Special-Needs	0
Total	3

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	4

Table 8 - One Year Goals for Affordable Housing by Support Type

### Discussion

All direct and indirect services are provided for LMI individuals, including the homeless or at-risk of being homeless

## AP-60 Public Housing – 91.220(h)

### **Introduction**

The jurisdiction does not own or manage any public housing. The City of Jonesboro collaborates with Jonesboro Housing Authority (JURHA) who is over public housing. JURHA public housing developments are primarily located on the outskirts of R/ECAP. Even though it is physically located out of the R/ECAP, based on the JURHA annual review for de- concentration in public housing, 87 percent (121 of 140 public housing residents) fall at or below the extremely low- income levels. Of the remaining eleven percent of the households (19 residents) live at the 50 percent or the very low- income levels of the city population.

### **Actions planned during the next year to address the needs of public housing**

Jonesboro Urban Renewal Housing Authority notes that residents have frequently given opposition to the requirement that public housing residents provide community service in exchange. However, JURHA has no choice but to implement this requirement of federal law. In designing the program, JURHA has addressed resident concerns. Mon-exempt residents will be encouraged to perform community service at the development where they reside or in their immediate surrounding community. Activities such as participation in the Neighborhood Watch, Bus Stop Patrol, Tenant Patrol, Computer Lab Volunteer, and Youth Event Chaperone are available to residents for community service credits. Residents may perform community service at locations not owned or controlled by Jonesboro Urban Renewal and Housing Authority. JURHA has ten approved work sites.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

JURHA encourages active participation in our Public Housing Resident Council. Many single parents lacked the time and had scheduling conflicts from residents' work schedules prevent adequate participation in these resident council meetings; however, the varying non-traditional work schedules of our residents is still second only to lack of transportation as a reason for non-attendance at the meetings.

JURHA has a public housing resident on our Board of Commissioners, as required by HUD. We give each resident a flyer from JURHA CHDO that sells houses with homeownership tips. Unfortunately, we no longer offer a homeownership program where we are able to truly consult and advise residents on ways to improve credit scores and educate them about homeownership. HUD discontinued funding for the Homeownership Program, expecting housing authorities to acquire funding from other sources. Even though banks were willing to provide some funding, we are unable to secure adequate funding from local banks.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

Not Applicable - None Known

**Discussion**

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### **Introduction**

The City of Jonesboro is tackling the ever-increasing issue of homelessness. As more and more people find themselves without shelter, the jurisdiction deems it necessary to address this issue and allocate funds for services that aim to prevent or eliminate homelessness in the City. However, individuals with disabilities struggle to transition into permanent housing. The jurisdiction is aware of these issues and is willing to work with service providers and the families of these individuals.

Through the Homeowner Rehabilitation Assistance Program, funds are utilized to make ADA accessible bathrooms, doorways, ramps, and other modifications for qualified LMI applicants with disabilities.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The jurisdiction is working collaboratively with several entities within the city limits of Jonesboro on identifying a permanent location for a homeless shelter. Discussions are ongoing.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The jurisdiction is in collaboration with other private and public entities to open a new emergency shelter and or transitional housing for homeless individuals. Within the city limits of Jonesboro, there are not many shelters, for instance, the Salvation Army has approximately 20 beds and 2 being family rooms, other organizations and churches have expanded their services to the homeless by assisting the homeless seeking for shelter with vouchers for motel stays.

The previous administration appointed a Homeless Task Force made up of service providers, churches, and key stakeholders to find a location for a shelter, funding opportunities, and partnerships. Communications are still ongoing.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The jurisdiction will continue working with the HUB to provide emergency and transitional housing

needs for homeless individuals. As a resource center, the HUB will initially tap into emergency and transitional service providers. These include homeless shelters and churches. If beds are not available at a shelter, HUB volunteers call area churches who provide 1-2 nights in a motel. If churches are out funds for the month, the HUB used donated and/or raised funds to provide 1-2 nights' motel stay before starting the process over. The jurisdiction and the HUB will continue to refine this process and encourage churches and other organizations to support our efforts to shelter our homeless.

In addition, the City is invested in the Veterans Village of Jonesboro for affordable housing to provide services and housing for the homeless or at-risk of being homeless veterans (and their families). The Veterans Village Outreach Center will be the hub of organizations and agencies to provide housing and supportive services to the veterans to provide skills and transition them into self-sufficiency with being employed, paying rent, and covering all necessities. The Outreach Center can also be used as a temporary emergency shelter if the need prevails.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Finding solutions to establish a homeless shelter that meets demand is a priority. One of the core CDBG programs for the City is the Homeowner Rehabilitation Assistance that provides housing repairs for those who own their home and needs assistance to bring their homes up to code. Most of the applicants are elderly, on a fixed income, or a single parent head of household that without receiving the grant for needed housing repairs may run the risk of losing their homes or their homes becoming beyond repair that may be condemned.

## **Discussion**

## AP-75 Barriers to affordable housing – 91.220(j)

### **Introduction:**

Location and type of affordable housing is listed as a high priority-contributing factor in our AFH, because it affects all seven fair housing issues. Much of Jonesboro’s affordable and rental housing is located in just two neighborhoods (north Jonesboro and Fairview). These neighborhoods have a high representation of minority and low-income individuals. This concentration of AFH has a disproportionate impact on protected classes and influences their housing choice, their ability to access neighborhoods with community amenities like better schools and proximity to jobs. Affordable housing needs to be in a variety of neighborhoods.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

A significant barrier to affordable housing remains the financial ability of the LMI families to provide necessary funding for acquisition or for major or minor homeowner repairs. Acquisition and repair programs implemented by the City help address this obstacle. Obstacles the City continues to face is the current rising cost of materials and labor for rehabilitation projects in the community due to the impact of COVID causing a severe disruption of the supply chain for materials and the negative impact of that escalation on the existing program limits. The City currently administers minor and major repair programs that enable low- and moderate- income homeowners to stay in their homes and in a safe and decent environment. The City continues to assist the low-income community by offering the Homeownership Assistance program to eligible first-time homebuyers. These programs continue to be very successful and in demand. The Homeowner Rehabilitation program, specifically, is a great resource and tool for qualified homeowners to apply for the grant and have their homes repair to avoid fines or losing their homes for becoming dilapidated or inhabitable.

The City enforces various permits and parking requirements, which restricts ‘free’ use of the land, but the City considers these regulations as being necessary to regulate safety and traffic issues for residential areas. The jurisdiction has provided for more affordable housing by allowing relaxed lot standards; smaller lots with reduces setbacks (RS-8 Single Family District). This district allows reduces 15 feet. Setbacks in front and backyards, as well as 7.5-foot, side setbacks with a lot as small as, 5,445 square feet at 50 feet, in width. The City’s zoning code requires two parking spaces per single-family or duplex

### **Discussion:**

## AP-85 Other Actions – 91.220(k)

### **Introduction:**

The City of Jonesboro continues to place major emphasis on HUD’s priority to develop viable urban communities by providing decent housing and suitable living environment, and by expanding economic opportunities, principally for LMI persons. COJ’s goals of housing improving the quality of life for LMI residents through the provision of needed public services, public improvements, and housing assistance programs. This year’s projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership assistance. The City will address the sustainability of our existing affordable housing through preservation, improvement, and rehabilitation projects. Providing grant opportunities for the underserved LMI and minority groups, fund services through public service programs, working on finding suitable locations to open a homeless shelter, and following lead-based paint regulation are all efforts to assure the most disadvantages residents have access to these programs and opportunities.

### **Actions planned to address obstacles to meeting underserved needs**

The City of Jonesboro’s Department of Grants & Community Development has implemented a citywide community engagement strategy that includes residents, churches, stakeholders, and non-profit organizations that serve our lowest income residents. It is the jurisdiction’s intention to build a model of community involvement that directly addresses poverty issues, encourages community leadership, and enables low-income neighborhoods to see marked change in the program year 2025.

The FY 2025 program year includes multiple projects that will benefit the LMI and minority persons in the COJ. Every year through the planning process of the plan, the City focuses on identifying community needs though its Citizen’s Participation Plan. Those comments, concerns, and community needs identified take priority in developing projects to be funded through CDBG. This year, funding nonprofit organizations through public services that serve primarily minorities and LMI individuals is of importance to the City. Furthermore, the housing programs grants available to LMI individuals is a great way of servicing and providing opportunities to those underserved and with financial difficulty. The City is working towards strengthening of neighborhood revitalization efforts to improve accessibility and livability in LMI areas. Thus far, the COJ has not faced any obstacles to meeting the needs of residents being served within the programs mentioned.

### **Actions planned to foster and maintain affordable housing**

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to LMI persons both directly and indirectly through the improvement of their neighborhoods. Through the provision of decent and affordable housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities. The City intends to change the face of our low-income neighborhoods and provide

residences with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's focus is housing, along with a broad range of public and social services addressing the core needs of our low-income individuals.

CDBG funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and development activities. It is through these activities that the City addresses the quality of life issues.

### **Actions planned to reduce lead-based paint hazards**

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorates or presents in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Jonesboro inspection Department. The Chief Building Official and inspectors are also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risk of lead-based paint. As part of the rehabilitation process. The property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead-based paint standards. If there are children in the home, the parents are provided with information regarding the benefits of having the children tested for lead-based paint and also where they can go get this done. When the Rehab project scope includes paint disturbance or touching paint, the RRP Certified contractor will test the paint surface for lead and if the lead is found then the contractor follows Lead-Based Paint Safety Work Practices. All properties with built date unknown are assumed to have lead and SWP must be followed to avoid lead-based paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The institutional structure for implementation of the Consolidated Plan includes nonprofit organizations along with other public agencies and education institutions. The COJ Department of Grants and Community Development is responsible for the implementation of the Consolidated and Annual Action Plans. Providing LMI Individuals with multiple services and opportunities for grants enables the jurisdiction to decrease the number of poverty-level families in the city.

### **Actions planned to develop institutional structure**

The City funds and coordinates with the nonprofit organizations that provide public services to benefit Jonesboro residents. The City also works with housing developers in the development of affordable housing throughout the city. Nonprofit organizations are vital partners in achieving the Consolidated

Plan goals

**Actions planned to enhance coordination between public and private housing and social service agencies**

The COJ will continue to offer their assistance to the Public Housing Authority in submitting applications for funding to increase Section 8 vouchers or provide additional funds for affordable housing or other housing services. The City regularly collaborates with the local PHA, participates in nonprofit meetings and faith-based activities, and organizes and facilitates focus groups.

The City assists nonprofit agencies in securing other state and federal funding by writing letters of support and assisting agencies to complete applications for funding.

The major strengths of the City's institutional structure is in the access to various city departments and a large number of very capable nonprofit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR §91.220, through the Jonesboro Urban Renewal Housing Authority. JURHA has prepared the AFH Plan that identifies impediments and barriers to fair housing choice and maintains records pertaining to carrying out this certification. CDBG funding allows low-income individuals and families to be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes, CDBG funds will be used to provide grants for rehabilitation. The city has undertaken activities to address homeless resource centers, affordable housing needs and continues to work with CRDC regarding rapid rehousing of our homeless individuals and families

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that it will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Annual Action Plan 2025	41
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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:090

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY2025 49 U.S.C. SECTION 5339 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

WHEREAS, the Arkansas Department of Transportation (ARDOT) is the FTA designated recipient of the 49 U.S.C. Section 5339 and the City of Jonesboro, Arkansas a direct recipient of this grant through ARDOT; and,

WHEREAS, the City of Jonesboro was allocated \$120,446 in 5339 funding for JET in Fiscal Years 2025; and,

WHEREAS, before the above funds can be utilized for capital improvements, they must first be accepted in the form of a resolution by the governing body of a municipality; and

WHEREAS, JET requests \$120,446 in 5339 funding with up to a 20% local match for capital projects; and,

WHEREAS, 5339 funds are available during its allocated fiscal year plus three additional years and must be applied for and obligated or the funds will be returned.

WHEREAS, 5339 funds must follow local procurement and purchasing processes once accepted from the Federal Transit Authority.

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

SECTION 1: The Jonesboro City Council supports application submissions to FTA for the FY 2025 Section 5339 formula grants.

SECTION 2: The Mayor or the Mayor's designee are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the grant applications.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro, Arkansas to submit all necessary documents for this federal-aid program.

SECTION 4: The Mayor or the Mayor's designee are hereby authorized and directed to execute all appropriate agreements and contracts regarding any future award of the FY2025 Section 5339 formula grants.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:091

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF 11 VEHICLES UNDER THE 2025 BUDGET

WHEREAS, the Parks Department and JETS Department of the City of Jonesboro would like to purchase available trucks that are within the budgeted amount; and

WHEREAS, a dedicated effort has been made to buy local, including automobiles, where practical; and

WHEREAS, Trucks have been located and ready for purchase at local dealerships Cavanaugh Motors, Central Chevrolet and Bale Chevrolet; and

WHEREAS, the budgeted amount authorized in the FY25 budget for the identified vehicle types is \$388,387.00 and the quoted cost to purchase is \$377,045.00; and

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

The City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding since Fleet Vehicle pricing is the same at each location and availability is the limiting factor. The Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate this agreement.

City of Jonesboro  
 Listing of Vehicles  
 2025 Budget - Depreciation Fund & Fixed Asset Purchases

**Depreciation Fund**

<u>Dept.</u>	<u>Vehicle Model Request</u>	<u>Estimated Cost (Each)</u>	<u>Quantity</u>	<u>Budgeted Amount</u>	<u>Purchase Amount</u>	<u>Info/Dealer</u>
<b>Parks</b>						
Urban Parks	1/2 Ton Crew Cab Truck 4x2	39,733	1	39,733	41,507	Stock # SZ242611 - Bale Chevrolet
Southside	Small Crew Cab	35,648	1	35,648	30,820	Santa Cruz - Cavanaugh Motors
Programs	Small Crewcab Truck	35,648	1	35,648	30,820	Santa Cruz - Cavanaugh Motors
			3	\$ 111,029	\$ 103,147	

**Fixed Asset Purchases**

<u>Dept.</u>	<u>Vehicle Model Request</u>	<u>Estimated Cost (Each)</u>	<u>Quantity</u>	<u>Budgeted Amount</u>	<u>Purchase Amount</u>	<u>Info/Dealer</u>
<b>Implementation of Parks Master Plan</b>						
Parks Admin	1/2 Ton Crew Cab Truck 4x4	39,733	1	39,733	43,632	Stock # SZ280114 - Bale Chevrolet
Comm Ctr	Small Crew Cab	35,648	1	35,648	30,820	Santa Cruz - Cavanaugh Motors
Miracle League	Small Crewcab Truck	35,648	1	35,648	30,820	Santa Cruz - Cavanaugh Motors
Programs	1/2 Ton Crew Cab Truck 4x2	39,733	1	39,733	41,507	Stock # SZ242611 Bale Chevrolet
Park Rangers	Small Crewcab Truck	35,648	2	71,296	63,560	Colorado-Central Chevrolet
			6	\$ 222,058	\$ 210,338	

<u>Dept.</u>	<u>Vehicle Model Request</u>	<u>Estimated Cost (Each)</u>	<u>Quantity</u>	<u>Budgeted Amount</u>	<u>Purchase Amount</u>	<u>Info/Dealer</u>
JETS	Small Crewcab Truck	27,650	2	55,300	63,560	Colorado-Central Chevrolet
			2	\$ 55,300	\$ 63,560	

<b>Depreciation Fund</b>	3	\$ 111,029	\$ 103,147
<b>Fixed Asset Purchases</b>	8	\$ 277,358	\$ 273,898
<b>Total</b>	11	\$ 388,387	\$ 377,045

# CENTRAL CHEVROLET CADILLAC

3207 STADIUM BLVD.  
 JONESBORO, AR 72404  
 870-935-5575  
 www.centralchevrolet.com

<b>Buyer:</b>	<b>Co Buyer:</b>	<b>Deal #:</b> 97736
CITY OF JONESBORO POLICE DEPT		<b>Deal Date:</b> 06/06/2025
300 S CHURCH ST		<b>Print Time:</b> 03:16pm
JONESBORO, AR 724012911		
Home #: (870) 530-1482	Home #:	
Work #: (870) 933-4646	Work #:	Salesperson:

<b>New</b>	<input checked="" type="checkbox"/>	<b>Vehicle</b>		
<b>Used</b>	<input type="checkbox"/>	<b>Stock #:</b>	<b>Description:</b>	<b>VIN:</b>
<b>Demo</b>	<input type="checkbox"/>		2025 CHEVROLET COLORADO	1GCPSBEK0S1180706
				<b>Mileage:</b>

<b>Trade</b>	

<b>Aftermarkets:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>MSRP:</td> <td style="text-align: right;">\$ 33,495.00</td> </tr> <tr> <td>Discounts:</td> <td style="text-align: right;">\$ 1,844.00</td> </tr> <tr> <td><b>Sale Price:</b></td> <td style="text-align: right;"><b>\$ 31,651.00</b></td> </tr> <tr> <td>Service &amp; Handling:</td> <td style="text-align: right;">\$ 129.00</td> </tr> <tr> <td>State &amp; Local Taxes:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Total License and Fees:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td><b>Total Cash Price:</b></td> <td style="text-align: right;"><b>\$ 31,780.00</b></td> </tr> <tr> <td>Total Trade Allowance:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td><b>Trade Difference:</b></td> <td style="text-align: right;"><b>\$ 31,780.00</b></td> </tr> <tr> <td>Total Trade Payoff:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	MSRP:	\$ 33,495.00	Discounts:	\$ 1,844.00	<b>Sale Price:</b>	<b>\$ 31,651.00</b>	Service & Handling:	\$ 129.00	State & Local Taxes:	\$ 0.00	Total License and Fees:	\$ 0.00	<b>Total Cash Price:</b>	<b>\$ 31,780.00</b>	Total Trade Allowance:	\$ 0.00	<b>Trade Difference:</b>	<b>\$ 31,780.00</b>	Total Trade Payoff:	\$ 0.00
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Other:	\$ 0.00																				
<b>Amount Financed:</b>	<b>\$ 0.00</b>																				

Accepted By \_\_\_\_\_

Purchasers Signature \_\_\_\_\_

VIN: SNTJA4DE1SH150026



# 2025 SANTA CRUZ SE FWD

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★ ★ ★ ★ ★  
Based on the combined rating of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal** ★ ★ ★ ★ ★  
Crash Passenger ★ ★ ★ ★ ★  
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side** ★ ★ ★ ★ ★  
Crash Front seat ★ ★ ★ ★ ★  
Rear seat ★ ★ ★ ★ ★  
Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★ ★ ★  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

SOLD TO: AR014  
CAVENAUGH HYUNDAI  
3315 STADIUM POLLEVAUD  
JONESBORO AR 72404

SHIPPED TO: AR014

VIN: SNTJA4DE1SH150026  
MODEL: 9042F-45

PORT OF ENTRY: MA

EXTERIOR COLOR: ATLAS WHITE

INTERIOR SEAT COLOR: BLACK/BLACK

TRANSPORT: TRUCK

ACCESSORY WEIGHT: 26 lbs./12 kgs.

EMISSIONS: This vehicle is certified to meet emission requirements in all 50 states

### STANDARD FEATURES:

AMERICA'S BEST WARRANTY  
5-year/60,000-mile New Vehicle Warranty  
10-year/100,000-mile Powertrain Warranty  
7-year/100,000-mile Anti-Perforation Warranty  
3-year/36,000-mile Complimentary Maintenance  
1-year/100,000-mile roadside assistance

### ADVANCED SAFETY TECHNOLOGIES

Forward Collision-Avoidance Assist  
Lane Keeping Assist, Lane Following Assist  
Lane Change Assist, Blind-Spot Collision-Avoidance Assist  
Blind-Spot Collision Warning  
Blind-Spot Trailer Collision-Avoidance Assist  
Rear Cross-Traffic Collision-Avoidance Assist  
Safe Exit Warning  
Immobilizer

### POWERTRAIN TECHNOLOGY

Smartstream 2.5L 4-Cylinder Engine  
8-speed Automatic Transmission with ECONIC EXTERIOR  
Exterior LED Headlights  
Automated LED Headlights  
LED Daytime Running Lights  
LED Tail Lamps  
Sheet-Molded Composite Body  
Under-Bed & Side-Panel Storage Compartments  
Rear Bumper Side Steps  
COMFORT & CONVENIENCE  
Front & Rear USB Port  
MILL MEDIA & CONNECTIVITY  
12.3" Audio w/AM/FM/HD Radio  
SiriusXM® Radio w/360° Intelli-Stream™  
Not Available in AK & HI  
Wireless Android Auto® & Apple CarPlay®  
Bluetooth® Air-Play™ Connected Services (enrollment required)  
Full Tank of Fuel

### ADDED FEATURES:

Carpeted Floor Mats  
Seat Belt Kit  
Third Guards  
Wheel Locks

Manufacturer's Suggested Retail Price:

\$28,750.00

\$295.00

\$245.00

\$40.00

\$130.00

\$70.00

Inland Freight & Handling:

\$30,820.00

\$1,450.00

Total Price: \$30,820.00

**NOT OFFICIAL**  
**SUBJECT TO CHANGE**

The 2025 Hyundai Santa Cruz.  
Bolder, more capable for new adventures.

EPA Fuel Economy and Environment DOT  
**Fuel Economy**  
**25** combined city/hwy  
**4.0** gallons per 100 miles

**MPG** 22 city 30 highway  
Small SUV's range from 14 to 126 MPG. The best vehicle rates 148 MPG.

**You spend \$1,000 more in fuel costs over 5 years** compared to the average new vehicle.

**Annual fuel cost \$2,100**  
Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$5,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe and miles per gallon (mpg) equivalent. Vehicle emissions are a significant cause of climate change and smog.  
Calculate personalized estimates and compare vehicles  
fuel-economy.gov

Manufacturer's suggested retail price includes manufacturer's recommended pre-delivery service. Gasoline, license and title fees state and local taxes and dealer installed options and accessories are not included in the manufacturer's suggested retail price. This does not include the cost of shipping, port of origin, port of destination, or other non-parts costs. Which prohibits its removal or alteration prior to delivery to the ultimate purchaser.

**PARTS CONTENT INFORMATION FOR VEHICLE IN THIS CARLINE:**  
U.S./CANADIAN PARTS CONTENT: 60 %  
MAJOR SOURCES OF FOREIGN PARTS CONTENT: KOREA: 27 %

**FINAL ASSEMBLY POINT:** MONTGOMERY, ALABAMA U.S.A.  
**COUNTRY OF ORIGIN:** U.S.A  
**ENGINE:** U.S.A/KOREA  
**TRANSMISSION:** U.S.A/KOREA

Note: Parts content does not include final assembly, distribution, or other non-parts costs.  
FOR THIS VEHICLE:  
107 A

VIN: SNTJA4DE1SH150026



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:026

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**Agenda Date:** 7/15/2025

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

### AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR SLATE ASSOCIATION DBA ROCK N ROLL SUSHI

WHEREAS, Slate Association DBA Rock N Roll Sushi has applied for a private club permit to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, Slate Association DBA Rock N Roll Sushi desires to receive approval for a private club to be located at 2411 Race 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:

Slate Association DBA Rock N Roll Sushi'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 or permit to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas.



# City of Jonesboro Private Club Review and Conditions Form

Date 7-9-25 Non-Profit Corp. Slate Association

Address 500 Elm

Applicant on Behalf of Club Sidney F. Duty

Home Address 500 Elm Jonesboro, AR 72401

Business Name Rock N Roll Sushi

Business Address 2411 Race St

### City of Jonesboro official use below this:

**Police Department:** Copy of membership list Yes  No   
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  No  Signature Chief of Police Rock Elliott

### 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 [Signature]

### City Clerk:

Date received 7-9-25 AR  
Date entered in Legistar \_\_\_\_\_

### City Council Action

Approve \_\_\_\_\_ Deny \_\_\_\_\_

Zac Baker, J.D., CPA, MBA  
zbaker@jonesborocpalawyer.com

**BAKER FIRM, P.A.**  
*Law and Accounting*  
110 W. Huntington Ave., Suite A  
Jonesboro, AR 72401

p: (870) 203-0075  
www.jonesborocpalawyer.com

July 8, 2025

**VIA HAND DELIVERY**

Chief of Police  
Jonesboro Police Department  
1001 S. Caraway Road  
Jonesboro, AR 72401

Re: Slate Association - Private Club Permit Application

Dear Chief Elliott:

Please find enclosed the following documents regarding the above-referenced matter:

1. Application for Private Club Permit;
2. Schedule A – Individual’s Personal History;
3. An Authority to Release Information for Each Board Member (3);
4. The Original Arkansas Criminal History Report for the Applicant;
5. A copy of the entity’s lease agreement; and
6. The organization’s member list, in alphabetical order.

All of these documents have been executed where required and notarized.

Also enclosed is a check made payable to the City of Jonesboro in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the application fee.

If you have any questions or concerns, or require any additional information or documentation, then please do not hesitate to contact me. Thank you.

Sincerely,



Zac Baker

Enclosures

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.

Slate Association



Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

Sidney  
First

FITZ  
Middle

Duffy  
Last

HOME ADDRESS

500 Elm Ave  
Street

Jonesboro  
City

72401  
Zip

Craighead  
County

BUSINESS NAME

Roll N Roll sushi

BUSINESS ADDRESS

2411 Race St Suite A  
Street

Jonesboro  
City

72401  
Zip

Craighead  
County

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

Caldwell  
Prateek Gora + Carroll Caldwell (Fair Park Crossing, LLC) 2505 Southwest Square Jonesboro AR 72401

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:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Sidney Duty	Director	500 Elm Ave Jonesboro AR 72401
Aaron Duty	Director	500 Elm Ave Jonesboro AR 72401
Cody McPherson	Director	214 Quilcy Dr Brookland AR 72417

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 24 day of March, 2025.

Sidney Duty  
Signature of Applicant/Managing Agent

Owner  
Official Title

Subscribed and sworn to before me this 24<sup>th</sup> day of March, 2025.

[Signature]  
Notary Public

My Commission Expires: 12-6-34:



## SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Sidney Fritz Duty Sex  Date of Birth
2. Home Address 500 Elm Ave Jonesboro 72401 Phone No. 972-832-1875  
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 preceding 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 preceding 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? NO If so, give full information \_\_\_\_\_
11. Marital Status: Single ( ) **Married ( )** Divorced ( ) Separated ( ) Other ( )
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Aaron Duty	Ar 72401 500 Elm Ave Jonesboro	Self Employed
Mom	Brenda Beaver	Searcy 4800 Letona Rd Ar 72143	SCIA employed


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

(b) If so, who and in what capacity? Aaron Duty - Mgmt

13. Give your home address (city or town) and dates at each for the past five (5) years:  
500 Elm Ave Jonesboro Ar 72401 Dec 2020 - current

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Self employed - Owner Fox's Pizza Den	+ 2 Crumbl franchises	Feb 2022 - current
PTA at NEA Baptist	NEA Baptist Hospital Jonesboro Ar	Oct 202 2019 - Feb 2022 →

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.

Sidney Duty  
 Applicant's Signature

STATE OF ARKANSAS

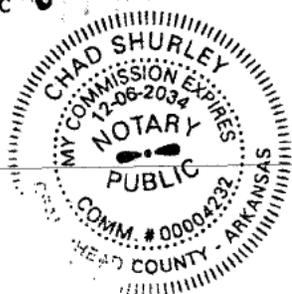
COUNTY OF Craighead

Sidney Duty, 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 24 day of March

[Signature]  
 Notary Public

My Commission Expires: 12/6/34 :



**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.

Sidney Fritz Duty  
Signature - Full Name

3/17/2025  
Date

500 Elm Ave  
Home Address

Jonesboro AR 72401  
City State Zip

500 Elm Ave  
Mailing Address

Jonesboro AR 72401  
City State Zip

972-832-1875  
Contact Phone Business Phone

Sidney.fritz17@gmail.com  
Email Address

Subscribed and sworn to before me this 24 day of March, 2025.

[Signature]  
Notary Public

My Commission Expires: 12/6/34



**AUTHORITY TO RELEASE INFORMATION**

Application filed by Applicant -A, Stockholder/Partner - S : \_\_\_\_\_

**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.

Cody McPherson  
Signature - Full Name

6/11/25  
Date

214 Guilky Drive  
Home Address

Brookland IA 72417  
City State Zip

214 Guilky Drive  
Mailing Address

Brookland IA 72417  
City State Zip

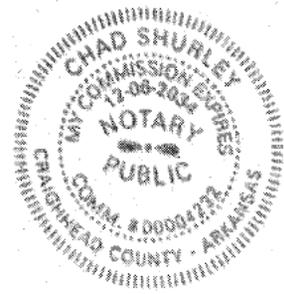
501-650-0993  
Contact Phone Business Phone

cmcpherson73@yahoo.com  
Email Address

Subscribed and sworn to before me this 11 day of June, 2025

[Signature]  
Notary Public

My Commission Expires: 12/4/31 :



**AUTHORITY TO RELEASE INFORMATION**

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

**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.

Adam Duty  
Signature -- Full Name

6/11/2025  
Date

500 Elm Ave  
Home Address

Jonesboro AR 72401  
City State Zip

500 Elm Ave  
Mailing Address

Jonesboro AR 72401  
City State Zip

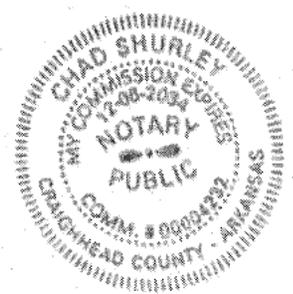
870-565-2388  
Contact Phone Business Phone

as\_duty@gmail.com  
Email Address

Subscribed and sworn to before me this 11 day of June, 2025

[Signature]  
Notary Public

My Commission Expires: 12/6/34



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: **Duty**                      First: **Sidney**                      Middle: **Fritz**  
Date of Birth: [REDACTED]                      Sex: [REDACTED]                      Race: [REDACTED]  
Social Security Number: [REDACTED] *(not verified, supplied at time of request)*  
Home/Mailing Address: **500 Elm Ave Jonesboro, AR 72401**



**- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT**

### Requestor Information

Transaction Number: **ABC004589426**  
Date: **06/23/2025**                      Agency Reporting: **Arkansas State Police**  
Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**  
Released To: **Alice Ford On Behalf of Alcoholic Beverage Control**  
Representing: **Alcoholic Beverage Control**  
Mailing Address: **101 East Capitol, Suite 401 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 five (5) 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.

## SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is made this 16th day of May, 2025, by and between **C & A Holdings Jboro, LLC**, an Arkansas limited liability company, with a principal business address at 216 Gulley Dr., Brookland, AR 72417 (“Sublessor”), and **Slate Association**, an Arkansas nonprofit corporation, with its principal place of business at 2411 Race Street, Suite A, Jonesboro, Arkansas 72401 (“Sublessee”).

### 1. Premises

Sublessor hereby subleases to Sublessee, and Sublessee hereby rents from Sublessor, the premises located at **2411 Race Street, Suite A, Jonesboro, Arkansas 72401**, consisting of approximately **1,639 square feet**, together with all improvements and fixtures therein (the “Premises”).

### 2. Term

The term of this Sublease shall commence on May 16, 2025, and run concurrent with the master lease with options to renew.

### 3. Use of Premises

Sublessee shall use the Premises exclusively for the operation of a restaurant, including but not limited to the sale of food and beverages, including alcoholic beverages subject to proper licensure by the Arkansas Alcoholic Beverage Control Board. Sublessee agrees to maintain compliance with all applicable state and local laws, and any rules of the Arkansas ABC Board.

### 4. Rent

Sublessee shall pay to Sublessor rent in the amount of **\$5,000.00 per month** for years 1-5 and **\$5,250.00 per month** for years 6-10, payable on or before the 5th of each month. Rent shall be paid to:

**C & A Holdings Jboro, LLC**  
216 Gulley Dr.  
Brookland, AR 72417

### 5. Acceptance of Premises

Sublessee acknowledges that it has inspected the Premises and accepts them in their current “AS IS” condition.

### 6. Compliance with Master Lease

This Sublease is subject to all terms and conditions of the Master Lease between Fair Park Crossing, LLC and Sublessor dated February 1, 2025. Sublessee agrees to assume and be bound

by all applicable obligations of Sublessor under the Master Lease, except for payment of rent to Lessor. Sublessee shall not do anything which would constitute a breach of the Master Lease.

## 7. Insurance

Sublessee shall maintain public liability insurance in the amount of at least \$1,000,000 per occurrence, naming both Sublessor and Lessor as additional insureds.

## 8. Alterations

Sublessee shall not make any structural alterations without prior written consent of Sublessor and Lessor. All alterations must comply with local codes and ABC regulations.

## 9. Liquor License Purpose

This Sublease is being executed for the purpose of facilitating Sublessee's application for a liquor license from the Arkansas Alcoholic Beverage Control Board. Sublessor acknowledges and consents to Sublessee's application and use of the Premises for the lawful sale and service of alcohol under a nonprofit permit.

## 10. Default

In the event of default by Sublessee, Sublessor may terminate this Sublease upon written notice and pursue all remedies available under Arkansas law.

## 11. Consent by Lessor

This Sublease is contingent upon the written consent of Fair Park Crossing, LLC, the Lessor under the Master Lease. Sublessor shall be responsible for obtaining such consent and attaching it as **Exhibit A**.

## 12. Miscellaneous

- **Governing Law:** This agreement shall be governed by the laws of the State of Arkansas.
- **Entire Agreement:** This Sublease contains the entire agreement between the parties.
- **Notices:** All notices shall be sent by certified mail to the addresses listed above.

### Sublessor:

C & A Holdings Jboro, LLC

5/16/2025

By: \_\_\_\_\_ *Aaron Duty*

Name: Aaron Duty

Title: Managing Member







### Certificate Of Completion

Envelope Id: 561E608F-E36C-42D0-AF83-7E11136A988D

Status: Completed

Subject: 2411 Race St, Suite A - Sublease

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Aaron Duty

AutoNav: Enabled

aduty@mcdonaldins.net

Envelope Stamping: Enabled

IP Address: 173.218.151.81

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original

Holder: Aaron Duty

Location: DocuSign

5/16/2025 10:05:21 AM

aduty@mcdonaldins.net

### Signer Events

#### Signature

#### Timestamp

Aaron Duty

Sent: 5/16/2025 10:09:40 AM

aduty@mcdonaldins.net

Viewed: 5/16/2025 10:09:50 AM

Owner

Signed: 5/16/2025 10:09:59 AM

C & A Holdings HS LLC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 173.218.151.81

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Prateek Gera

Sent: 5/16/2025 10:09:40 AM

prateekgera93@yahoo.com

Viewed: 5/16/2025 10:25:09 AM

President

Signed: 5/16/2025 10:25:58 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device

Using IP Address: 67.231.42.4

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 5/16/2025 10:25:09 AM

ID: 346067ae-2bbd-4d7d-8f33-d91d6e660381

### In Person Signer Events

#### Signature

#### Timestamp

### Editor Delivery Events

#### Status

#### Timestamp

### Agent Delivery Events

#### Status

#### Timestamp

### Intermediary Delivery Events

#### Status

#### Timestamp

### Certified Delivery Events

#### Status

#### Timestamp

### Carbon Copy Events

#### Status

#### Timestamp

### Witness Events

#### Signature

#### Timestamp

### Notary Events

#### Signature

#### Timestamp

### Envelope Summary Events

#### Status

#### Timestamps

Envelope Sent

Hashed/Encrypted

5/16/2025 10:09:40 AM

Certified Delivered

Security Checked

5/16/2025 10:25:09 AM

Signing Complete

Security Checked

5/16/2025 10:25:58 AM

Completed

Security Checked

5/16/2025 10:25:58 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, High Street Insurance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact High Street Insurance:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mvigil@highstreetpartners.com](mailto:mvigil@highstreetpartners.com)

#### **To advise High Street Insurance of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mvigil@highstreetpartners.com](mailto:mvigil@highstreetpartners.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from High Street Insurance**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mvigil@highstreetpartners.com](mailto:mvigil@highstreetpartners.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with High Street Insurance**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mvigil@highstreetpartners.com](mailto:mvigil@highstreetpartners.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify High Street Insurance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by High Street Insurance during the course of your relationship with High Street Insurance.

## Rock & Roll Sushi – Member List

No.	Last Name	First Name	Address
1	Agudelo	Hannah	920 Park Ave, Jonesboro, AR 72401
2	Bailey	Mark	229 Greene 767 Rd., Paragould, AR 72450
3	Baker	Darby	4805 Prospector Dr, Jonesboro, AR 72405
4	Barrett	Stephen	480 Greene 333 Rd, Jonesboro, AR 72401
5	Beaugez	Neely	19 39 <sup>th</sup> St, Gulfport, MS 39507
6	Beaver	Rick	1480 Letona Rd, Searcy, AR 72143
7	Becker	Kristie	1203 Terrace Ct, Jonesboro, AR 72401
8	Besharse	John	321 Crestfield Dr, Jonesboro, AR 72404
9	Blackshare	Rachael	2664 Clayburne Dr, Jonesboro, AR 72405
10	Blankenship	Luke	848 Greene 707 Road, Paragould, AR
11	Brown	Colton	5507 Cordova Ln., Jonesboro, AR 72404
12	Buchan	Brayden	110 Reinhart Lane, Manila, AR 72442
13	Buhrmester	Diana	203 Hall St., Bay, AR 72411
14	Buhrmester	Skip	203 Hall St., Bay, AR 72411
15	Burcham	Terry	2916 Ridgepointe Dr., Jonesboro, AR 72404
16	Burcham	Tarah	2916 Ridgepointe Dr., Jonesboro, AR 72404
17	Butler	Brandon	2006 Westwood Dr., Jonesboro, AR 72401
18	Butler	Logan	5739 Brookshire Dr., Jonesboro, AR 72401
19	Carmer	Zac	1002 Brown St., Bay, AR 72411
20	Carmer	Hannah	1002 Brown St., Bay, AR 72411
21	Carner	Sydney	110 Logan St., Brookland, AR 72417
22	Casebier	Skyler	15995 Hwy 214 E., Harrisburg, AR 72432
23	Cavazos	Anthony	102 Summer Leigh Cove, Bay, AR 72411
24	Chapell	Cassie	244 CR 500 Lake City, AR 72437
25	Coleman	Robert	1818 Wood St., Jonesboro, AR 72401
26	Collins	J.	5704 Wendy St., Paragould, AR 72450
27	Coots	Tina	2300 Kellers Chapel Rd, Jonesboro, AR 72401
28	Cox	Natalie	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
29	Coy	Martin	71 Conner Drive, Perkinston, MS. 39573
30	Crain	Ronnie	4202 Sandstone Dr., Jonesboro, AR 72405
31	Crawford	Melissa	110 Reinhart Lane, Manila, AR 72442
32	Crawford	Rickie	110 Reinhart Lane, Manila, AR 72442
33	Crigler	Trina	605 Candis Dr., Jonesboro, AR 72404
34	Dalton	Britney	1022 Villa, Jonesboro, AR 72405
35	Dalton Jr.	Terry	1022 Villa Dr., Jonesboro, AR 72405
36	Daniel	LaCasia	304 Cole Drive, Brookland, AR 72417
37	Dickey	Josh	2006 Lion Heart Ln, Jonesboro, AR 72404
38	Dickey	Candice	2006 Lion Heart Ln, Jonesboro, AR 72404
39	Dixon	Matthew	1904 Kenwood St., Jonesboro, AR 72401
40	Dobbs	Madison	814 CR 307, Jonesboro, AR 72401
41	Duty	Karen	2716 N. Rockingchair Rd, Paragould, AR 72450
42	Eaves	Huntor	5119 Kara Dr, Jonesboro, AR 72405
43	Edwards	Erik	1617 S. Church St., Jonesboro, AR 72401
44	Espenson	Kassandra	7686 AR 351, Jonesboro, AR 72405
45	Farley	Sandy	3213 Sage Oaks Cove, Jonesboro, AR 72405
46	Flores	Amy	222 CR 358, Bono, AR 72416
47	Fritz	John	3511 CR 935 Anna, TX 75409
48	Fritz	Geoff	803 N Morris St, McKinney, TX 75069
49	Fritz	Sedona	1488 Letona Rd, Searcy, AR 72143
50	Fritz	Carleen	1328 Swiss Ct., Plano, TX 75023
51	Gairhan	Emily	460 Southwest Dr. Ste B, Jonesboro, AR 72401
52	Gellert	Connie	295 CR 460., Jonesboro, AR 72404
53	Gomer	Lisa	1506 Fairview Rd, Paragould, AR 72450
54	Gomer	Logan	1009 Canera Dr., Apt 110, Jonesboro, AR 72405
55	Griffith	Brian	40 Greene 330 Rd, Jonesboro, AR 72401
56	Griswold	Darion	4701 Highland Park Circle, Jonesboro, AR 72401
57	Guy	Theresa	1709 Overhill Rd, Jonesboro, AR 72401
58	Hays	Kelly	304 CR 781, Jonesboro, AR 72405
59	Hays	Donna	278 CR 779, Jonesboro, AR 72405
60	Hernandez	Josh	5010 Koala Dr., Jonesboro, AR 72404
61	Higgins	Charles	109 Leawood Ct. Jonesboro, AR 72401
62	Hogard	Chad	1208 Ryan Lane., Paragould, AR 72450
63	Holder	Michael	4705 Prospect Farm Rd, Jonesboro, AR 72405
64	Inman	Erin	4703 Edgemont Dr, Jonesboro, AR 72401
65	Jackson	Pierce	408 Olivia Dr, Newport, AR 72112

66	Jones	Donna	749 Craighead Rd, Jonesboro, AR 72401
67	Jones	Morgan	4104 Aggie Rd., Jonesboro, AR 72405
68	Kastner	Tierra	5555 Macedonia Rd Apt P57, Jonesboro, AR 72405
69	Kelley	Baylee	209 S. Main Unit C, Jonesboro, AR 72401
70	Lane	Luke	5820 New Castle Dr., Jonesboro, AR 72405
71	Lehman	Kalyn	1323 CR 304., Jonesboro, AR 72401
72	Lehman	Eric	1323 CR 304., Jonesboro, AR 72401
73	Little	Hannah	3321 CR 751, Jonesboro, AR 72405
74	McAdams	Tabitha	4710 Antosh Cir., Jonesboro, AR 72404
75	McGarity	Mallory	203 N. Bernis., Brookland, AR 72417
76	McGaughey	Kenzie	11493 E. Apple Hill Rd, Prairie Grove, AR 72753
77	McPherson	Cody	216 Gulley Dr., Brookland, AR 72417
78	McPherson	Kristen	216 Gulley Dr., Brookland, AR 72417
79	Mendoza	Lisbet	752 White Dove Cr., Jonesboro, AR 72401
80	Messer	Beth	6102 W. Kingshighway, Paragould, AR 72450
81	Monte	Josh	26217 Via del San Francesco, Daphne, AL 36526
82	Morgan	Madison	408 Joy Ln, Jonesboro, AR 72401
83	Myers	Jason	129 Greene 726 Rd, Paragould, AR 72450
84	Nelson	Skyla	112 N Rockingchair, Paragould, AR 72450
85	Nichols	Carly	71 Conner Drive, Perkinston, MS. 39573
86	Nichols	Lori	3000 SW. Satinwood Ave, Bentonville, AR 72713
87	Oldham	Karen	1115 Hwy 168 W. Jonesboro, AR 72401
88	Oliver	Mary	175 CR 375, Bono, AR 72416
89	Osment	Sasha	118 Delle Ln, Brookland, AR 72417
90	Owens	Grayson	3257 Morgan Ford Rd, St Louis, MO 63114
91	Parsons	Ashley	111 Greene 7502 Rd, Paragould, AR 72450
92	Patin	Tyler	1610 Bienville Blvd, Ocean Springs, MS 39564
93	Patin	Caleb	117 Brentwood Blvd, Gulfport, MS 39503
94	Patin	Lauren	12537 Alphabet Rd, Gulfport, MS 39503
95	Pemberton	Tyler	1604 S 28 1/2 St., Paragould, AR
96	Pemberton	Savanna	1604 S 28 1/2 St., Paragould, AR
97	Perrin	Samantha	102 Summer Leigh Cove, Bay, AR 72411
98	Phipps	Ryan	2119 Spring Lake Rd, Paragould, AR 72450
99	Pigg	Samantha	217 County Road 416., Jonesboro, AR 72404
100	Pigg	Chris	217 County Road 416., Jonesboro, AR 72404
101	Prince	Jamyra	5000 Yukon Dr., Jonesboro, AR 72401
102	Ray	Kasan	2404 Greenbriar Dr., Jonesboro, AR 72401
103	Reynolds	Claire	742 Crest Dr., Jonesboro, AR 72401
104	Richardson	Reagan	828 S. Caraway Rd Apt 214A. Jonesboro, AR 72401
105	Richardson	Demario	1000 Tony Dr. Jonesboro, AR 72401
106	Risher	Chrissy	9056 Ridge Rd, Gulfport, MS 39503
107	Russell	Chelsie	601 W. Cherry Ave., Jonesboro, AR 72401
108	Ryles	Lindsey	201 Stacy Dr., Paragould, AR
109	Sahuc	John	6 Willow Creek Lane, Jonesboro, AR 72404
110	Scott	Ira	80 Skylark Lane, Lake City, AR 72437
111	Scruggs	Logan	2708 Cozy Ln., Paragould, AR
112	Sharp	Jami	174 CR 7291, Jonesboro, AR 72405
113	Shoffstall	Joe	1116 Apt 1 Commerce, Jonesboro, AR
114	Shurley	Chad	922 W. Washington, Jonesboro, AR 72401
115	Sluder	Martina	76 Sundale Circle., Paragould, AR 72450
116	Smith	David	1997 County Road 741, Brookland, AR 72417
117	Snyder	Cody	1215 Greene 510 Rd., Paragould, AR
118	Socha	Holly	41 CR 762 Apt B., Brookland, AR
119	Stakes	Bubba	432 Henderson , Lepanton, AR 72354
120	Stallcup	Elizabeth	1812 S. 54 <sup>th</sup> St, Paragould, AR 72450
121	Steer	Jordyn	1210 Hunstville Dr., Wylie, TX 75098
122	Stewart	Holly	280 Greene 7140 Rd, Paragould, AR 72450
123	Taggart	Jeremy	4828 Gregory Dr., Jonesboro, AR 72405
124	Tonyman	Sierra	3811 S. Weller Ave A417, Springfield, MO 65804
125	Treadway	Meridith	723 CR 353., Bono, AR 72416
126	Treadway	Johnny	203 Hall St., Bay, AR 72411
127	Treadway	Scott	203 Hall St., Bay, AR 72411
128	Verse	Devonye	3821 Remington Dr., Jonesboro, AR 72404
129	Vinson	Emily	303 W. Concord St. Jonesboro, AR 72401
130	W.	Jarrett	311 Stella Dr., Bono, AR 72416
131	Walker	Morgan	6401 Julia Ln, Jonesboro, AR 72404
132	Watson	William	206 N. Hickory St., Bald Knob, AR 72010
133	Weaver	Ashlyn	4608 Oak park Drive, Jonesboro, AR 72404

134	White	Dan	5708 Aberdeen Rd, Jonesboro, AR 72405
135	White	Taegan	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
136	Wilk	Eva	2508 E. Johnson Ave E22, Jonesboro, AR 72401
137	Williams	Alan	3301 Derby, Jonesboro, AR 72404
138	Wineland	Chad	2508 E. Johnson Ave B32, Jonesboro, AR 72401
139	Winters	Terrance	3719 Stadium Blvd Apt #9, Jonesboro, AR 72404
140	Woods	Caitlin	728 Madeline Ct., Jonesboro, AR 72405
141	Woods	Sheniece	5015 Yukon Dr. Jonesboro, AR 72405
142	Word	Jeffrey	1506 Fairview Rd, Paragould, AR 72450
143	Young	Kristin	614 Sarazen Drive, Gulfport, MS 39507
144	Zamora	Javier	2212 Thorn St. Jonesboro, AR 72401

**Details**

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name  
SLATE ASSOCIATION

Fictitious Names  
ROCK N ROLL SUSHI

Filing #  
811278391

Filing Type  
Nonprofit Corporation

Filed Under Act  
Dom Nonprofit Corp; 1147 of 1993

Status  
Good Standing

Principal Address  
2411 RACE STREET JONESBORO, AR 72401

Reg. Agent  
ZAC BAKER

Agent Address  
110 W. HUNTINGTON AVE., SUITE A JONESBORO, AR 72401

Date Filed  
12/11/2020

Officers

OFFICIAL RECEIPT

Receipt Date 07/09/2025 03:10 PM  
Receipt Print Date 07/09/2025 .

Receipt # 00263713  
Batch # 00009.07.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 250.00

Detail:  
01-134-0517-00  
Alcohol Application Fee - Roc  
k n Roll Sushi 250.00

-----  
Total 250.00

Payment Information:  
Check 2166 250.00  
Change 0.00

Baker Firm, PA  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 07/09/2025 04:56 PM  
Receipt Print Date 07/09/2025

Receipt # 00263716  
Batch # 00010.07.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 116.35

Detail:  
01-000-0150-00  
Proof of Publication Rock N R  
oll Sushi 116.35

-----  
Total 116.35

Payment Information:  
Check 2167 116.35  
Change 0.00

Baker Firm, PA  
Customer #: 000000  
Rock N Roll Sushi

,

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:027

Agenda Date: 7/15/2025

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-2 TO C-3 FOR PROPERTY LOCATED AT 500. N. CULBERHOUSE ST. AS REQUESTED BY 1ST PRODUCE AND FOODS.

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: **Industrial R-1**  
TO: **Commercial C-3**

THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION:**

That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that part of the Northwest Quarter or the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00"W, 2.90 feet; thence S12°47'00", 215.67 feet to the true point of beginning; thence N89°56'00"E, 180.04 feet; thence S00°34'00"W, 235.72 feet; thence N89°58'00"W, 206.47 feet; thence N03°23'00"E, 25.00 feet; thence N06°34'00"E, 184.20 feet, thence N12°47'00"E, 28.13 feet to the true point of beginning , containing 1.06 acres more or less. Subject to a Road easement along the West side of Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.

**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 storm water Drainage Design Manual, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.
- 2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. 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) This development shall comply with all Overlay District requirements.





# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

Meeting Deadline: \_\_\_\_\_ Case Number: \_\_\_\_\_

### LOCATION:

Site Address: 500 N Culberhouse St

Side of Street: East between Allen St and Woodrow St.

Quarter: NW Section: 18 Township: 14 Range: 04

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: Industrial Proposed Zoning: C3

Size of site (square feet and acres): \_\_\_\_\_ 1.06 Acres Street frontage (feet): 184.20'

Existing Use of the Site: Personal Storage

Character and adequacy of adjoining streets: Industrial/Commercial nature; adequate for business operations. Well maintained streets

Does public water serve the site? yes

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? \_\_\_\_\_

### Use of adjoining properties:

North Wrecker Service

South Small meeting hall; they meet occasionally

East Vacant / Mini Storage

West Vacant / Abandoned

Physical characteristics of the site: Concrete block building with concrete drive at West side, gravel lot at South.

Characteristics of the neighborhood: Some vacant properties, wrecker service at North  
Small building @ South Mini Storage at East  
and a vacant property @ West.

*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:*

*See attached ->*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be in the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (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?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (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.

*1st Produce Inc.*

Name: *Sanjuana & Jose Garza*

Address: *2901 Beanie Dr.*

City, State: *Jonesboro, AR* ZIP *72401*

Telephone: *870-824-8248*

Facsimile: *870-253-9183*

Signature: *[Handwritten Signature]*

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ ZIP \_\_\_\_\_

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 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 FOR 500 N. Culberhouse Jonesboro, AR 72401

---

- 1- Zoned I-1
- 2- Looking to convert building into an 800+- Sq Ft store front office and warehouse / storage space. Currently zoned I-1 and seeking rezoning to C-3.
- 3- Warehouse space and a small office at front door.
- 4- Actual footage of building is 5000 Sq Ft. No additions planned at this moment.
- 5- Unknown.
- 6- Property would be usable for other intentions rather than it sitting vacant.
- 7- We believe if rezoned the property could attract a small business that would require warehouse space.
- 8- Zoned I-2. To be converted into a mixed office warehouse space this process was requested.
- 9- No impacts have been identified as of now. Property sits unused.
- 10- Building has been without use other than personal storage for 7 yrs.
- 11- No impacts have been identified as of now. Egress for city streets will remain unaffected by rezoning this property.
- 12- Exterior face lift and interior work will begin when a final business plan is obtained and authorized via permits from city.
- 13- No buildings surrounding property are occupied. Only property being utilized now is north of the property and it's a wrecker service which we feel will not be impacted by rezoning our property.
- 14- None intended.

9589 0710 5270 2938 3796 06

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72403

Certified Mail Fee	\$4.85
\$	\$4.10
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
\$	\$9.68
Total Postage and Fees	
\$	\$9.68

0408  
69  
Postmark  
Here  
06/25/2025

Sent To  
Scarlock Industries  
Street and Apt. No., or PO Box No.  
PO Box 1500  
City, State, ZIP+4®  
Jonesboro AR 72403  
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72403

Certified Mail Fee	\$4.85
\$	\$4.10
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$1.01
\$	\$9.96
Total Postage and Fees	
\$	\$9.96

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69  
Postmark  
Here  
06/25/2025

Sent To  
Arkansas Glass Containers  
Street and Apt. No., or PO Box No.  
PO Box 1717  
City, State, ZIP+4®  
Jonesboro AR 72403  
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2938 3795 83

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Jonesboro, AR 72401

Certified Mail Fee	\$4.85
\$	\$4.10
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
\$	\$9.68
Total Postage and Fees	
\$	\$9.68

0408  
69  
Postmark  
Here  
06/25/2025

Sent To  
Carlos & Mirna Alberto  
Street and Apt. No., or PO Box No.  
1225 Olive St  
City, State, ZIP+4®  
Jonesboro AR 72401-3941  
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2938 3795 90

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Bono, AR 72416

Certified Mail Fee	\$4.85
\$	\$4.10
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
\$	\$9.68
Total Postage and Fees	
\$	\$9.68

0408  
69  
Postmark  
Here  
06/25/2025

Sent To  
Harold & Karen Watson  
Street and Apt. No., or PO Box No.  
1298 CR 323  
City, State, ZIP+4®  
Bono AR 72416-8249  
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



REDEMPTION DEED NO. 381521

JOHN THURSTON  
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

2018R-010122

FILED

JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
CANDACE EDWARDS, CLERK & RECORDER  
05/21/2018 2:47:47 PM

FEE: 15.00

PAGES: 1

JAMIE HUNNICUTT

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: Acres PT NW NW 18-14-04 PT NE NE 13-14-03 Section: 18 Township: 14N Range: 04E Acreage: 1.17 Lot: Block: City:  
Addition: SD: J JB

Parcel Number: 01-144182-01600

Year Forfeited: 7-5 2014

Receipt #: 463074

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

AND WHEREAS 1ST PRODUCE INC  
500 N CULBERHOUSE  
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, JOHN THURSTON, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$492.81 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said 1ST PRODUCE INC 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 05/16/2018

*John Thurston*

John Thurston  
Commissioner of State Lands  
*[Signature]*  
kkelly  
Deputy Commissioner of State Lands

Taxes	2014 - 2016	\$349.85
Improv Or Timber tax		\$0.00
Interest		\$53.02
Penalty		\$34.99
County Costs		\$18.00
State Costs		\$36.95

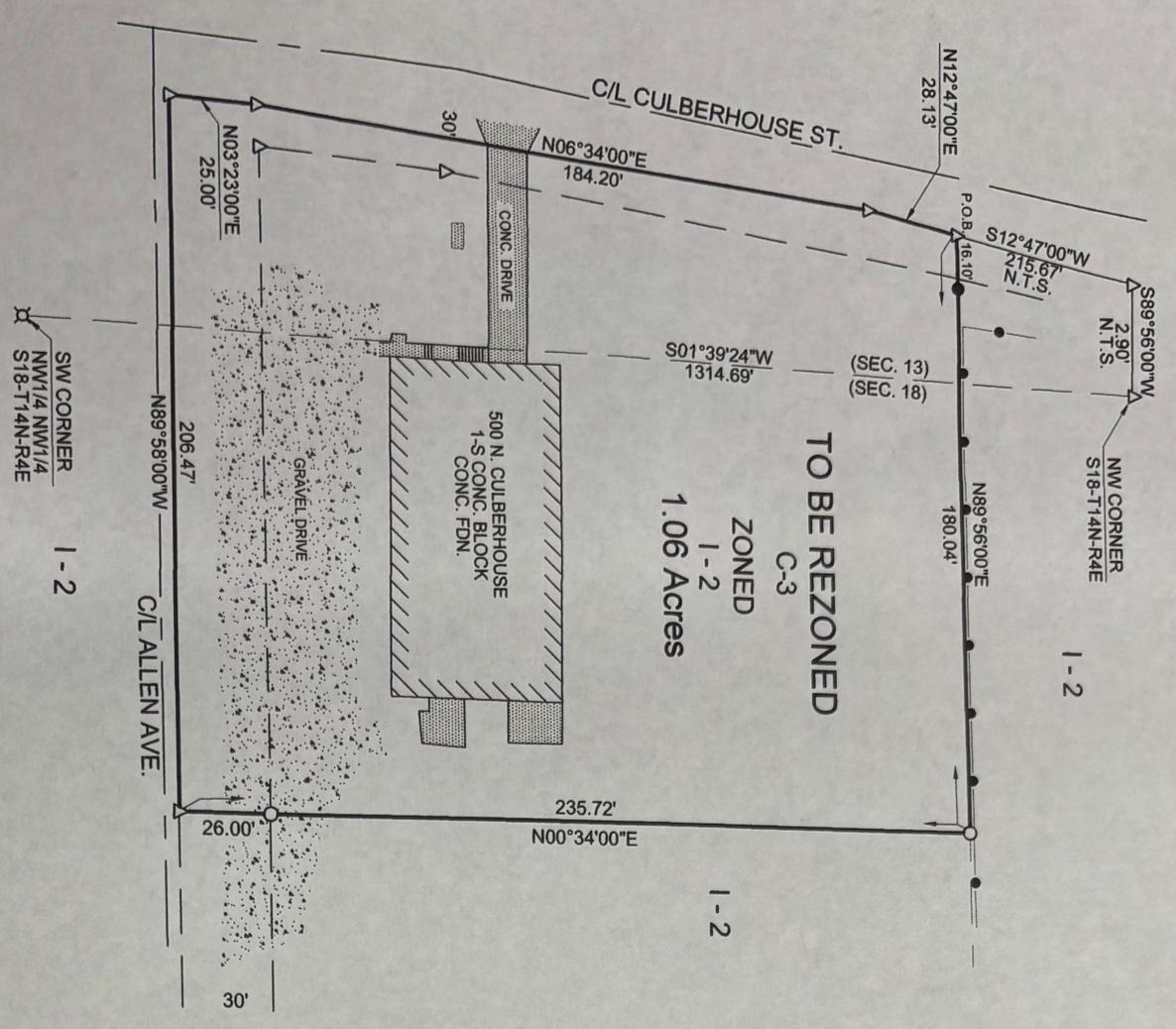
Total Paid: \$492.81



Deed Mailed to:

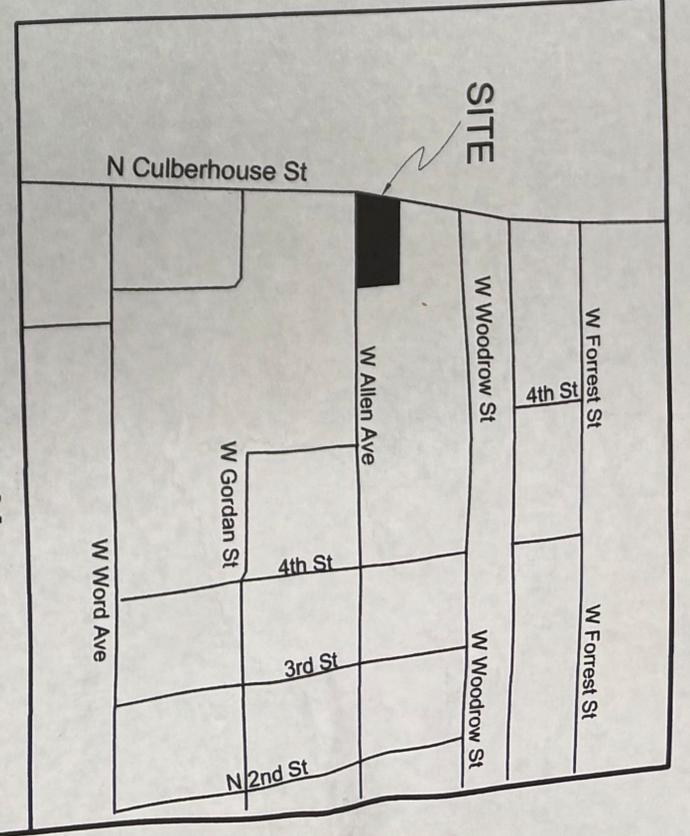
PROFESSIONAL TITLE SERVICES  
740 SOUTHWEST DRIVE  
JONESBORO, AR 72401

# REZONING PLAT



### DESCRIPTION:

The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00\"/>



**OWNER'S CERTIFICATION**  
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AS DESCRIBED AND THAT WE DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED ON THIS PLAT.

BEARINGS ARE BASED ON RECORD DESCRIPTION.

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 12TH DAY OF MARCH, 2025 AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND ABILITY.

TERENCE D. MOORE PLS No. 1233

### LEGEND

- FOUND IRON PIN
- ⊗ FOUND COTTON PICKER SPINDLE
- SET IRON PIN
- △ COMPUTED POINT
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- CHAINLINK FENCE

REV.	DATE	REVISION	BY





**Doug Moore, Licensed Surveyor**  
 741 Greene Co. Rd. 710  
 Paragould, Ar. 72450  
 Cell: 870-240-3589 Office: 870-240-6995

CLIENT:	DUSTIN WHITE
SCALE:	1" = 50'
JOB#:	25038
DRAWN:	TDM
CRD#:	15069
CHECKED:	VMM
DWG#:	25038-1
DATE:	5-20-2025
REV#:	

**REZONING REQUESTED**  
FOR THIS  
**PROPERTY**  
Public Hearings to be held  
2nd & 4th Tuesday of Each Month  
Municipal Center  
300 S. CHURCH ST.  
1st Floor  
**CALL 870-932-0406**  
FOR FURTHER INFORMATION  
CITY OF JONESBORO



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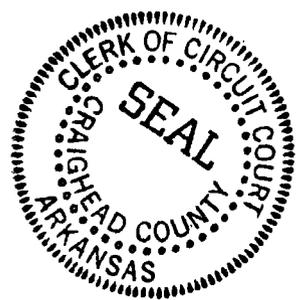


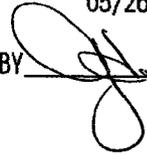
\* JB 2015 R - 007795 3 \*

JB2015R-007795

CANDACE EDWARDS  
CRAIGHEAD COUNTY

RECORDED ON:  
05/26/2015 03:26PM



BY  D. C.

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Broadaway and Mona Broadaway, husband and wife, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by 1<sup>st</sup> Produce, Inc., an Arkansas Incorporation, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto its successors and assigns forever, the following described lands situated in Craighead County, Arkansas:

The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that Part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S 89° 56' 00" W, 2.90 feet; thence S 12° 47' 00" W; 215.67 feet to the true point of beginning; thence N 89° 56' 00" E, 180.04 feet; thence S 00° 34' 00" W, 235.72 feet; thence N 89° 58' 00" W, 206.47 feet; thence N 03° 23' 00" E, 25.00 feet; thence N 06° 34' 00" E, 184.20 feet; thence N 12° 47' 00" E, 28.13 feet to the true point of beginning, containing 1.06 acres more or less. Subject to a Road easement along the West side for Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.

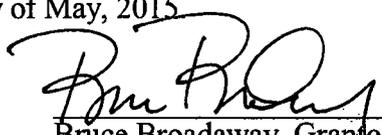
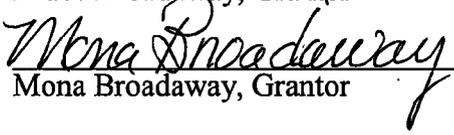
Subject to existing assessments, building lines, easements, mineral reservations and/or conveyances and restrictions of record, if any.

To have and to hold the same unto the said Grantee, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And we hereby covenant with said Grantee that we will forever warrant and defend the title to said lands against all lawful claims whatsoever.

And we, the Grantors, for and in consideration of said sum of money, do hereby release and relinquish unto said Grantee all of our rights of dower, curtesy and possibility of homestead in and to said lands.

WITNESS my hand this 22<sup>nd</sup> day of May, 2015

  
\_\_\_\_\_  
Bruce Broadaway, Grantor  
  
\_\_\_\_\_  
Mona Broadaway, Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS            )  
  )  
COUNTY OF CRAIGHEAD        )

On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared Bruce Broadaway and Mona Broadaway, husband and wife, satisfactorily proven to be the persons whose names appear as Grantors in the foregoing instrument, and stated that they have executed the same for the consideration, uses and purposes therein stated.

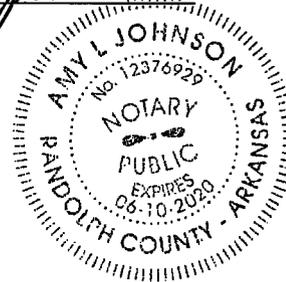
And on the same day also voluntarily and personally appeared before me each Grantor separately, and in the absence of such Grantor's spouse declared that they had executed the foregoing instrument of their own free will and had signed and sealed the relinquishment of dower and homestead therein expressed, for the purposes and consideration therein stated.

In witness whereof I hereunto set my hand and official seal this 22<sup>nd</sup> day of May, 2015.

Amy L Johnson  
Notary Public

My Commission Expires:

10/10/20



Certificate

We certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Grantee: Judy

Grantee's Address: 5016 Wakefield Dr  
Jonesboro, Ar 72404

This instrument prepared by:  
Owens, Mixon, & Gramling P.A.  
P.O. Box 4015  
Jonesboro, Arkansas 72403  
(870) 336-6505



STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

**Real Estate Transfer Tax Stamp**  
Proof of Tax Paid



File Number: 2015030004

**Grantee:** 1ST PRODUCE, INC.  
**Mailing Address:** 5016 WAKEFIELD DRIVE  
JONESBORO AR 724040000

**Grantor:** BRUCE BROADAWAY AND MONA BROADAWAY  
**Mailing Address:** 2206 AUTUMN DRIVE  
JONESBORO AR 724040000

**Property Purchase Price:** \$165,000.00  
**Tax Amount:** \$544.50  
**County:** CRAIGHEAD  
**Date issued:** 05/26/2015  
**Stamp ID:** 625221632

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

**Grantee or Agent Name (printed):** Amyl Johnson  
**Grantee or Agent Name (signature):** *Amyl Johnson* **Date:** 5/22/15  
**Address:** 5016 Wakefield Dr.  
**City/State/Zip:** Jonesboro, AR 72404

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-12 500 N Culberhouse Street**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on July 8, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 1.06 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “I-2”, general industrial district, to “C-3”, general commercial district.

**APPLICANT:** 1<sup>st</sup> Produce Inc., 2901 Beanie Dr., Jonesboro, AR 72401

**OWNER:** Same

**LOCATION:** 500 N Culberhouse Street

**SITE**

**DESCRIPTION:** **Total Size:** Approx. 1.06 acres  
**Street Frontage:** Approx. 184 feet along Culberhouse Street and approx. 206 feet along Allen Avenue

**Existing Development:** Personal storage

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>I-2 – Wrecker service</b>
<b>South</b>	<b>I-2 – Meeting hall</b>
<b>East</b>	<b>I-2 – Vacant &amp; ministorage</b>
<b>West</b>	<b>I-2 - Vacant</b>

**HISTORY:** Building has been utilized as personal storage for over seven years.

## 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 a **Moderate Intensity** Growth Sector.

### **Moderate Intensity:**

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, 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. Consideration should be given to the appropriate locations of transit stops.

### Typical Land Uses:

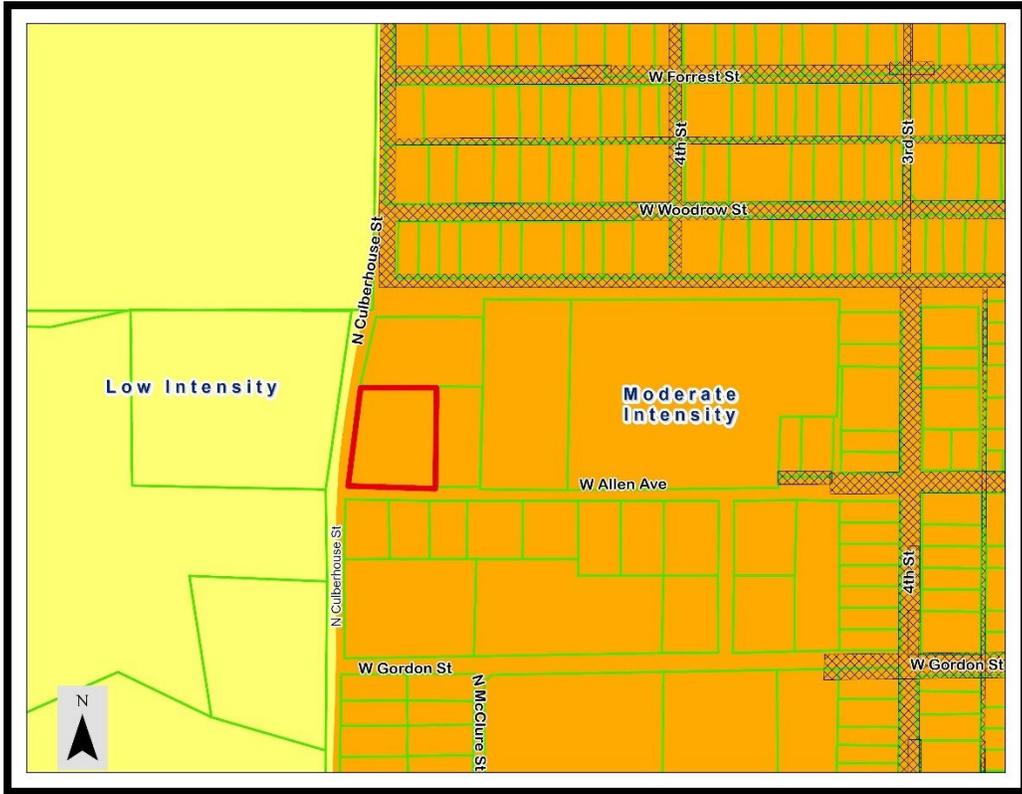
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



*Land Use Map*



*Zoning Map*

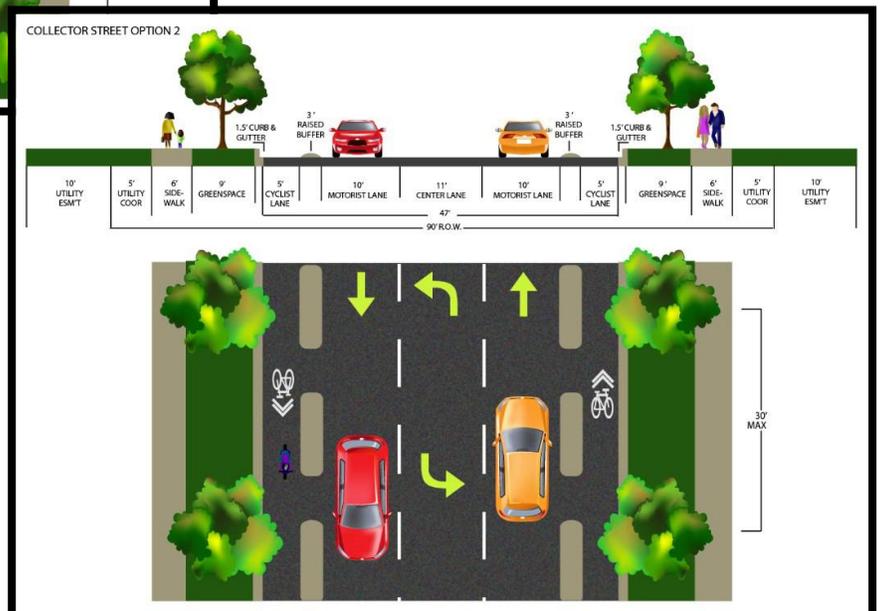
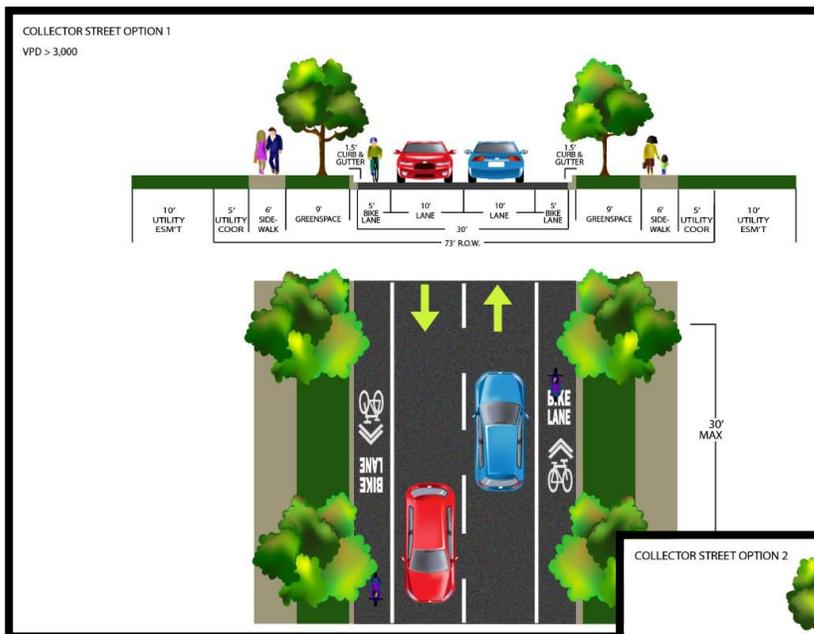
**Master Street Plan/Transportation**

The subject property will be served by N. Culberhouse Street and W. Allen Avenue. The Master Street Plan classifies N. Culberhouse Street as a Collector and W. Allen Avenue as a Local Street.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

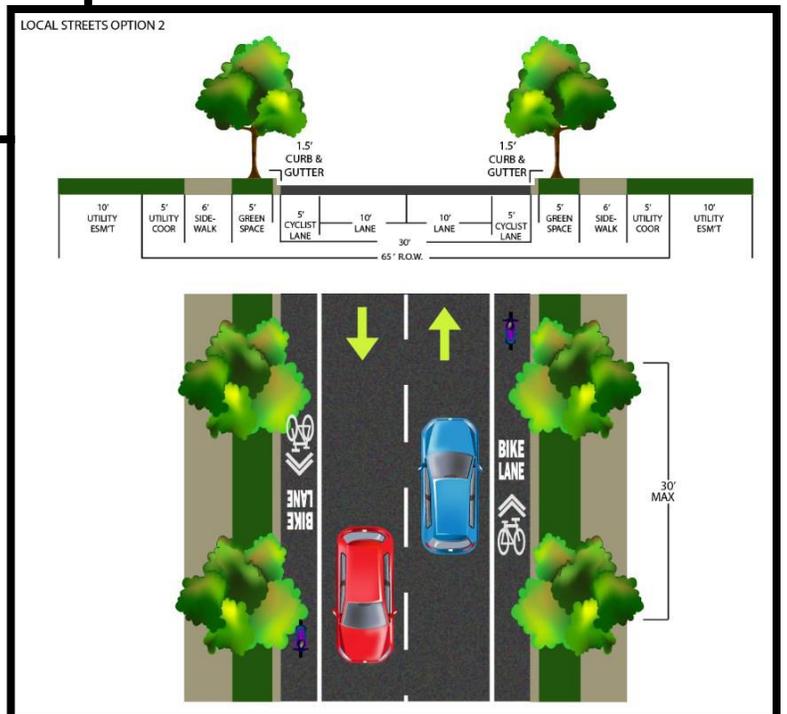
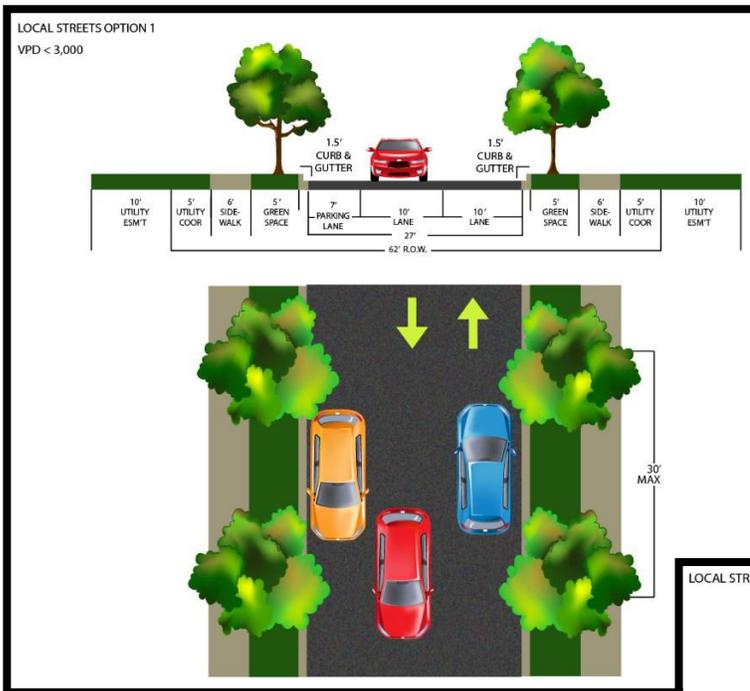
**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all 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
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is not consistent with the Adopted Land Use Plan. General commercial is not included in the moderate intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes other commercial and industrial uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot be utilized as commercial	
<b>(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;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(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</b>	Minimal impact if rezoned.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "I-2", general industrial district. The applicant is applying for a rezoning to allow commercial uses at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:

*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	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-12; a request to rezone property “I-2”, general industrial district, to “C-3”, general commercial district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-12 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-2”, general industrial district, to “C-3”, general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 07/10/2025 08:24 AM  
Receipt Print Date 07/10/2025

Receipt # 00263717  
Batch # 00110.07.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 234.65

Detail:  
01-000-0150-00  
Proof of Publication- 500 N C  
ulberhouse 234.65

-----  
Total 234.65

Payment Information:  
Credit Car 2794 234.65  
Change 0.00

Sanjuana Garza  
Customer #: 000000

Cashier: tmmoss  
Station: TMMOSS

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-12 500 N Culberhouse Street**  
**300 S. Church Street/Municipal Center**  
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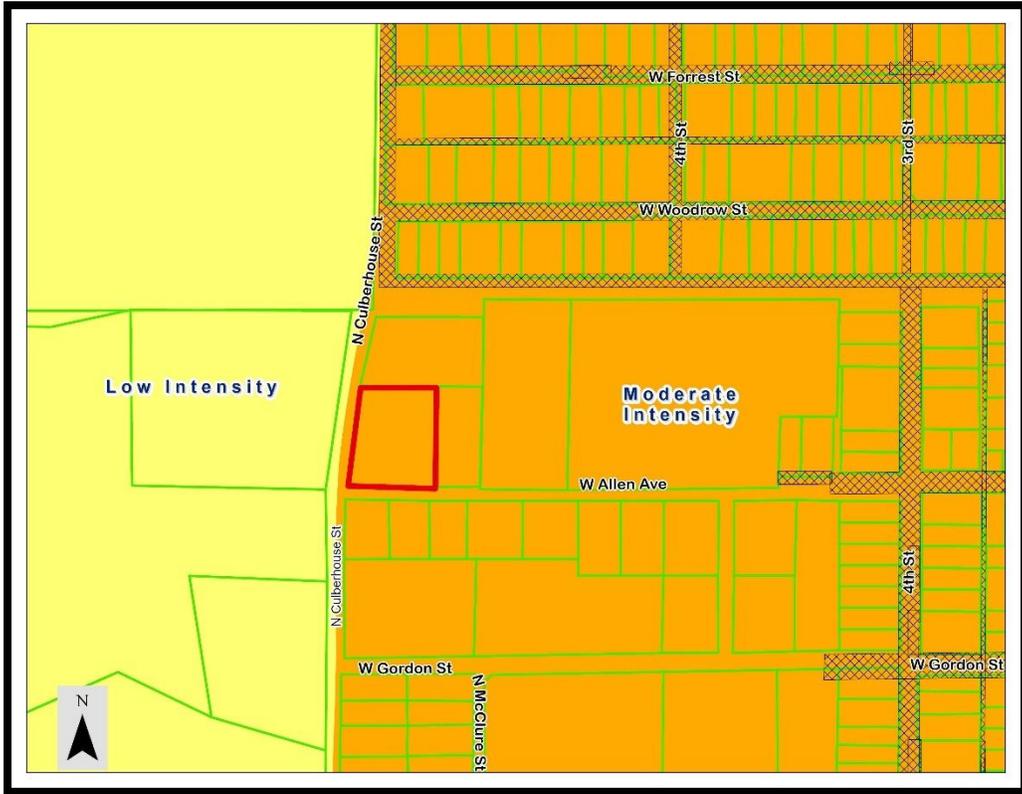
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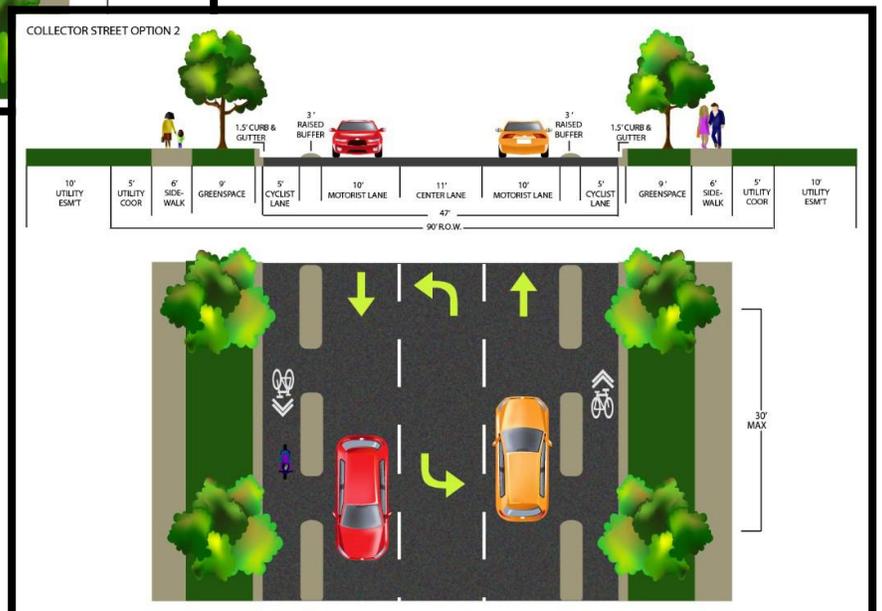
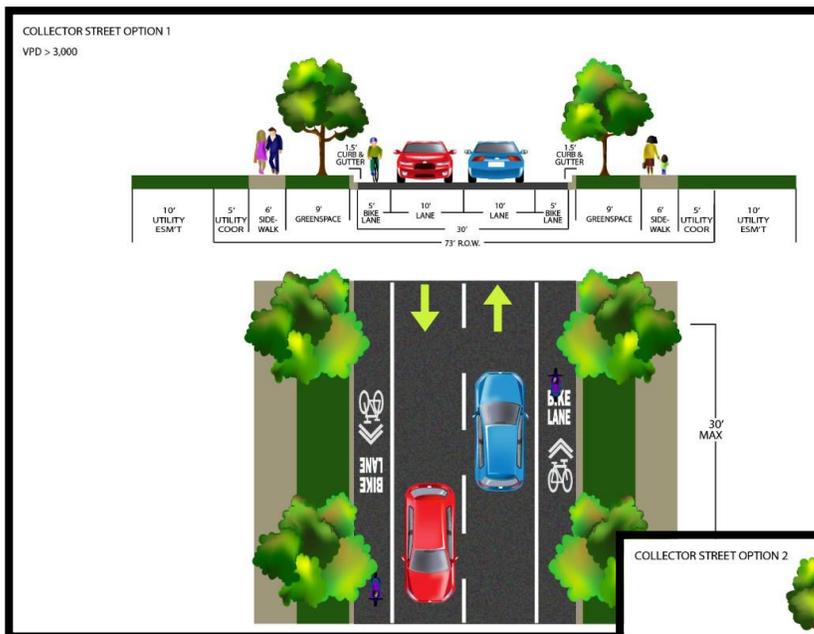
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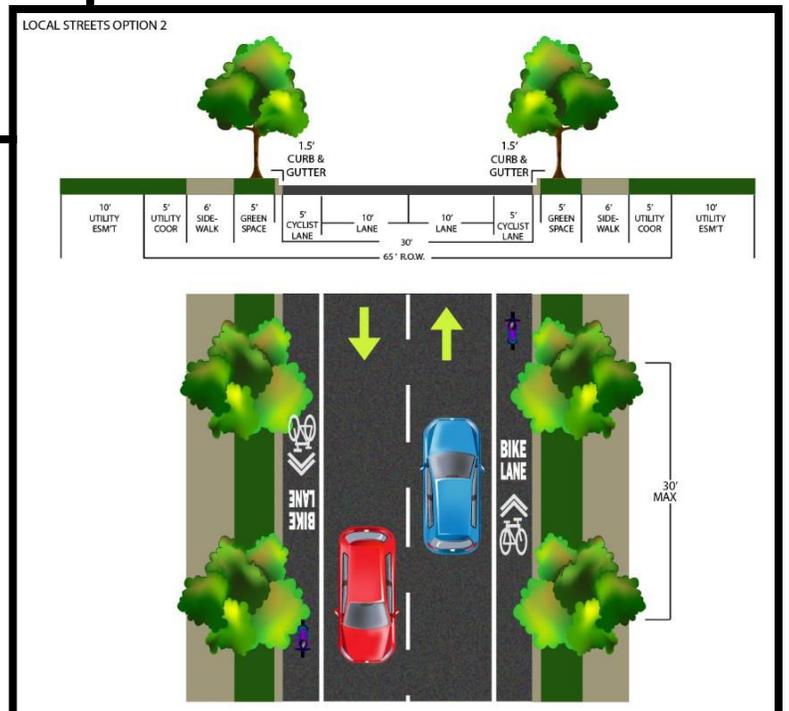
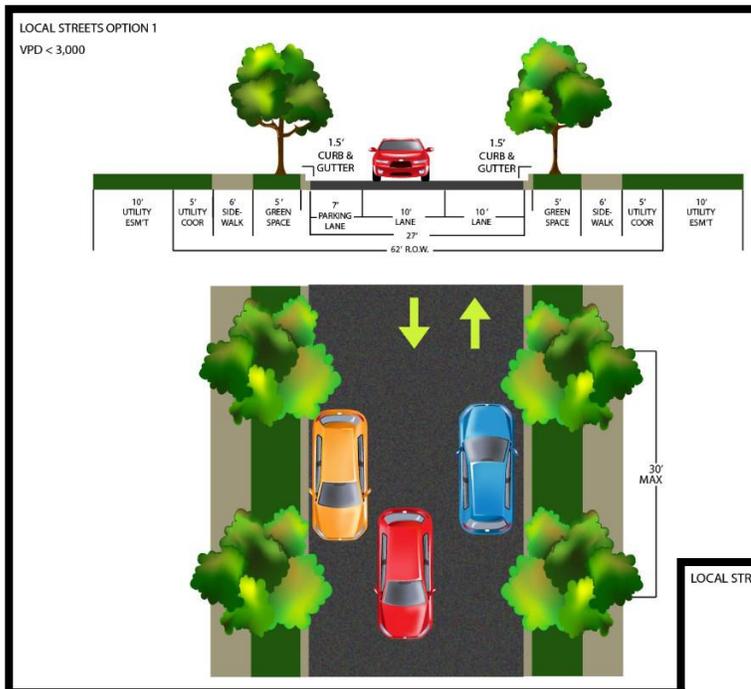
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## Staff Findings:

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Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:

*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	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-12; a request to rezone property “I-2”, general industrial district, to “C-3”, general commercial district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-12 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-2”, general industrial district, to “C-3”, general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JULY 8, 2025**  
\*\*\*\*\*

**RZ-25-12 Rezoning: 500 North Culberhouse Street**

1st Produce Inc. is seeking a rezoning for 1.06 acres located at 500 N Culberhouse Street. The current zoning is I-2, general industrial district and the requested zoning is C-3, general Commercial district.

Lonnie Roberts (Chair): Do we have the proponent here for this item? If you would come up here and introduce yourself.

Dustin White (Proponent): Dustin White.

Lonnie Roberts: Yes sir.

Dustin White: I don't have anything to add unless there's any specific questions that you guys have or.

Lonnie Roberts: Okay, City Planner, do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir. We do, we reviewed it and we would recommend approval with the following three conditions that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. 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. Any change of use shall be subject to the Planning Department approval in the future.

Lonnie Roberts: Okay and with this rezoning request, is there anyone here to give public input or ask questions? If not, then I'll open up for commissioner comments or questions for the applicant or the city staff.

**COMMISSION ACTION:**

Mr. Jimmy Cooper made a motion to approve Case RZ: 25-12, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, 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.

The motion was seconded by Dennis Zolper.

**Roll Call Vote:**

Aye: 5 – Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey

Nay: 0

\*\*\*\*\*



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:018

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**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** Public Safety Council Committee

**File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish No Parking on Southern Ridge Blvd, Jaxon Drive, Southern Creek Lane, and Southern Branch Drive all in the Southern Hills Subdivision

Establish Stop sign on Knotty Pine at Gladiolus Drive

Establish Stop sign on Knotty Pine at Pike Road

Establish Stop sign on Gratitude Trail at Elmhurst Drive

Establish Speed limit on Knotty Pine at 25 MPH

Establish Speed limit on Elmhurst at 25 MPH



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:023

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

**SECTION 1:** CHAPTER 117, KNOWN AS THE REZONING 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:           **COMMERCIAL C-4**  
TO:               **RESIDENTIAL RS-7**

THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION:**

A PART OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF LOT 1 SARTIN MINOR PLAT; AS RECORDED IN PLAT CABINET "C", PAGE 187 IN THE RECORDS OF CRAIGHEAD COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, 358.05 FEET, THENCE NORTH 89°00'50" EAST, 209.92 FEET; THENCE SOUTH 00°08'17" EAST, 361.26 FEET; THENCE SOUTH 89°53'24" WEST, 209.89 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (75489.28 SQ. FT.) 1.73 ACRES, MORE OR LESS, BEING SUBJECT TO A 60 FEET EASEMENT ALONG THE NORTH AND EAST SIDE THEREOF, AND A 10

FEET UTILITY EASEMENT ON THE WEST SIDE THEREOF AND SUBJECT TO AS 100 FEET UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD. ALSO A 30 FEET WIDE INGRESS/ EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00°08'21" WEST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°53'24" EAST, 209.89 FEET; THENCE NORTH 00°08'17" WEST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86°02'39" EAST, 1077.80, TO THE WESTERLY RIGHT OF WAY LINE OF CULBERHOUSE ROAD.

**SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:**

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual 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.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 6/24/25 Date Received: 5/27/25  
Meeting Deadline: 5/29/25 Case Number: RZ-25-10

### LOCATION:

Site Address: 200 SARTIN LN, JONESBORO AR 72404

Side of Street: \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

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: C-4 Proposed Zoning: RESIDENTIAL (RS-7)

Size of site (square feet and acres): 5200 Street frontage (feet): \_\_\_\_\_

Existing Use of the Site: RESIDENTIAL HOME

Character and adequacy of adjoining streets: NEW STREET IS CONSTRUCTING

Does public water serve the site? NO PLANNING TO CONNECT PUBLIC WATER

If not, how would water service be provided? PRIVATE WELL

Does public sanitary sewer serve the site? NO BUT PLANNING TO CONNECT

If not, how would sewer service be provided? \_\_\_\_\_

### Use of adjoining properties:

North VACANT COMMERCIAL

South RESIDENTIAL

East VACANT COMMERCIAL

West VACANT RESIDENTIAL

Physical characteristics of the site: PREVIOUSLY USED AS RESIDENTIAL

Characteristics of the neighborhood: MIXED OF COMMERCIAL AND RESIDENTIAL

*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?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (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?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (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.

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name:     Dai Nguyen      
 Address:     6225 MARSHALL DR      
 City, State:     Jonesboro, AR     ZIP     72404      
 Telephone:     832 526 2395      
 Facsimile: \_\_\_\_\_  
 Signature:     *[Signature]*    

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State: \_\_\_\_\_ ZIP \_\_\_\_\_  
 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 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  
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1<sup>st</sup> Floor, Jonesboro, Arkansas, on:

**TUESDAY, June 24, 2025 AT 5:30 PM**

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: DAT NGUYEN  
DATE: 05/19/2025  
SUBJECT PROPERTY ADDRESS: 200 Sartin Ln, Jonesboro, AR, 72404  
DESCRIPTION OF REZONING REQUESTED: Rezoning from C-U TO RS-7

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

DAT NGUYEN Adal 05/19/2025  
Printed Name of Property Adjacent Owner (Signature) Date  
200 Sartin Ln, Jonesboro, AR, 72404 832 526 2395  
Address Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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Jonesboro, AR 72401

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$5.58</b>

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AR MANAGEMENT GROUP LLC  
PO BOX 17285  
JONESBORO AR 72403-6723

FUTRELL CHRISTOPHER & KYLA  
2429 EVIE LN  
JONESBORO AR 72404-6010

SOUTHERN HILLS REAL ESTATE LLC  
2505 SOUTHWEST SQUARE  
JONESBORO AR 72401

Nix Christian Elaine  
3719 PILGRIM CIR  
Jonesboro AR 72404-9412

HOOTON TEDDY R II & DENA  
3718 PILGRIM CIR  
JONESBORO AR 72404-9412

Hamilton George E  
5308 Harrisburg Rd  
Jonesboro AR 72404-8630



ELECTRONIC RECORDING  
**2024R-016878**  
CERTIFICATE OF RECORD  
JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
DAVID VAUGHN, CLERK & RECORDER  
09/23/2024 01:50:54 PM  
RECORDING FEE: 30.00  
PAGES: 4

Commitment Number: 230391764  
Seller's Loan Number: 0016345415

After Recording Return To:  
Dat Phat Nguyen  
6225 Merrell Drive  
Jonesboro AR 72401

This instrument prepared by: Billy J. Williams, Esq., 8940 Main Street, Clarence, NY 14031,  
866-333-3081.

**PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER**  
**01-143364-06801**

---

**SPECIAL WARRANTY DEED**

**TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE**, whose mailing address is 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, hereinafter grantor, for \$146,000.00 (One Hundred Forty Six Thousand Dollars and Zero Cents) in consideration paid, the sufficiency of which is hereby acknowledged, grants, bargain, sells and conveys with covenants of special warranty to **Dat Phat Nguyen**, hereinafter grantee, whose tax mailing address is 6225 Merrell Drive Jonesboro AR 72401, the following real property:

**PART OF LOT 1 OF SARTIN MINOR PLAT TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN PLAT CABINET "B" PAGE 149 AT JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00° 15' 30" EAST 358.01 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE NORTH 89° 17' 49" EAST 209.92 FEET TO A POINT; THENCE SOUTH 00° 15' 30" WEST 361.26 FEET TO A POINT; THENCE NORTH 89° 49' 01" WEST 209.89 FEET TO THE POINT OF BEGINNING, CONTAINING SOME 1.73 ACRES, MORE OR LESS, SUBJECT TO A 60 FOOT INGRESS/EGRESS EASEMENT ON THE NORTH AND EAST SIDES THEREOF, AND SUBJECT TO A 10 FOOT UTILITY EASEMENT ON**

Page 1 of 3

**THE WEST SIDE THEREOF AND SUBJECT TO A 100 FOOT UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. ALSO A 30 FOOT WIDE INGRESS/EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE SOUTH 89° 49' 01" EAST 209.89 FEET TO A POINT; THENCE NORTH 00° 15' 30" EAST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86° 26' 30" EAST 1077.80 FEET ALONG THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE TO THE WESTERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 141 (CULBERHOUSE ROAD).**

**MORE COMMONLY KNOWN AS: 200 SARTIN LN, JONESBORO, AR 72404-9401**

**PROPERTY ADDRESS IS: 200 SARTIN LN, JONESBORO, AR 72404-9401**

Prior instrument reference: **2023R-013964**

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Grantor will warrant and defend against all lawful claims of all persons claiming by, through or under grantor, and no others.

Executed by the undersigned on Sep 10, 2024:

**TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, By Select Portfolio Servicing, Inc., as Attorney in Fact**

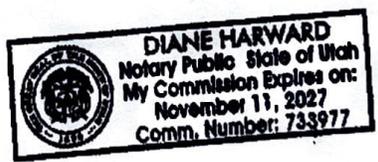
By: [Signature] SEP 10 2024  
Name: Terry Boren

Its: Document Control Officer

STATE OF Utah  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on Sept. 10, 2024. Before me, Diane Harward, a Notary Public of said State and County aforesaid, personally appeared Terry Boren Its Document Control Officer on behalf of **Select Portfolio Servicing, Inc., as Attorney in Fact for TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be Document Control Officer of Select Portfolio Servicing, Inc. its Attorney In Fact, and that he or she executed the foregoing instrument for the purposes contained herein by personally signing the above described instrument.

[Signature]  
Notary Public





STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

**Real Estate Transfer Tax Stamp**

Proof of Tax Paid



File Number: 31-75380-MH

**Grantee:** DAT PHAT NGUYEN  
**Mailing Address:** 6225 MERRELL DR  
JONESBORO AR 724047681

**Grantor:** TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL  
**Mailing Address:** ASSOCIATION AS INDENTURE TRUSTEE  
3217 DECKER LAKE DR  
SALT LAKE CITY UT 841193284

**Property Purchase Price:** \$146,000.00  
**Tax Amount:** \$481.80  
**County:** CRAIGHEAD  
**Date Issued:** 09/23/2024  
**Stamp ID:** 2044983296

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Haley Carson c/o Pro Land Title Company

Grantee or Agent Name (signature): *Haley Carson* Date: 09/23/24

Address: 1025 Ferguson Drive

City/State/Zip: Benton, AR 72015

## REZONING INFORMATION:

1. How was the property zoned when the current owner purchased it?
  - It was C-4.
2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?
  - The purpose of the proposed rezoning is a family home.
3. If rezoned, how would the property be developed and used?
  - We will use the existing building and remodel the structure to use for the family home.
4. What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
  - Single-family home.
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?
  - The proposed rezoning will provide a home for the family.
7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
  - Already existing mixed residential areas in this area.
8. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
  - Can't have home and commercial zoning.
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.
  - No effect.
10. How long has the property remained vacant?
  - Not vacant.
11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
  - No impact.
12. If the rezoning is approved, when would development or redevelopment begin?
  - If the rezoning is approved, the development will begin as soon as possible.
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 a delay in hearing the application.*

- No need for the neighborhood meeting

14. If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

- N/A

**REZONING REQUESTED**  
FOR THIS  
PROPERTY  
Public Hearings to be held  
2nd & 4th Tuesday of Each Month  
Municipal Center  
300 S. CHURCH ST.  
1st Floor  
CALL 870-932-0406  
FOR FURTHER INFORMATION  
CITY OF JONESBORO



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FOR THIS  
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FOR FURTHER INFORMATION  
CITY OF JONESBORO

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-10, 200 Sartin Lane**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 24, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 1.73 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “C-4”, neighborhood commercial district, to “RS-7”, single-family residential district.

**APPLICANT:** Dat Nguyen, 6225 Merrell Dr., Jonesboro, AR 72404

**OWNER:** Same

**LOCATION:** 200 Sartin Lane

**SITE DESCRIPTION:** **Total Size:** Approx. 1.73 acres  
**Street Frontage:** No public street frontage at this time. There is an access easement to the proposed Jaxson Ln extension to the north of the subject property.

**Existing Development:** House

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>C-3 LUO &amp; C-4 LUO – Vacant</b>
<b>South</b>	<b>C-4 – Vacant</b>
<b>East</b>	<b>C-4 – Commercial</b>
<b>West</b>	<b>C-3 LUO &amp; R-1 – Vacant</b>

**HISTORY:** Previously used as residential.

**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 a **High Intensity** Growth Sector.

**High Intensity:**

A wide range of land uses is appropriate in the high intensity zone, from 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.

Typical Land Uses:

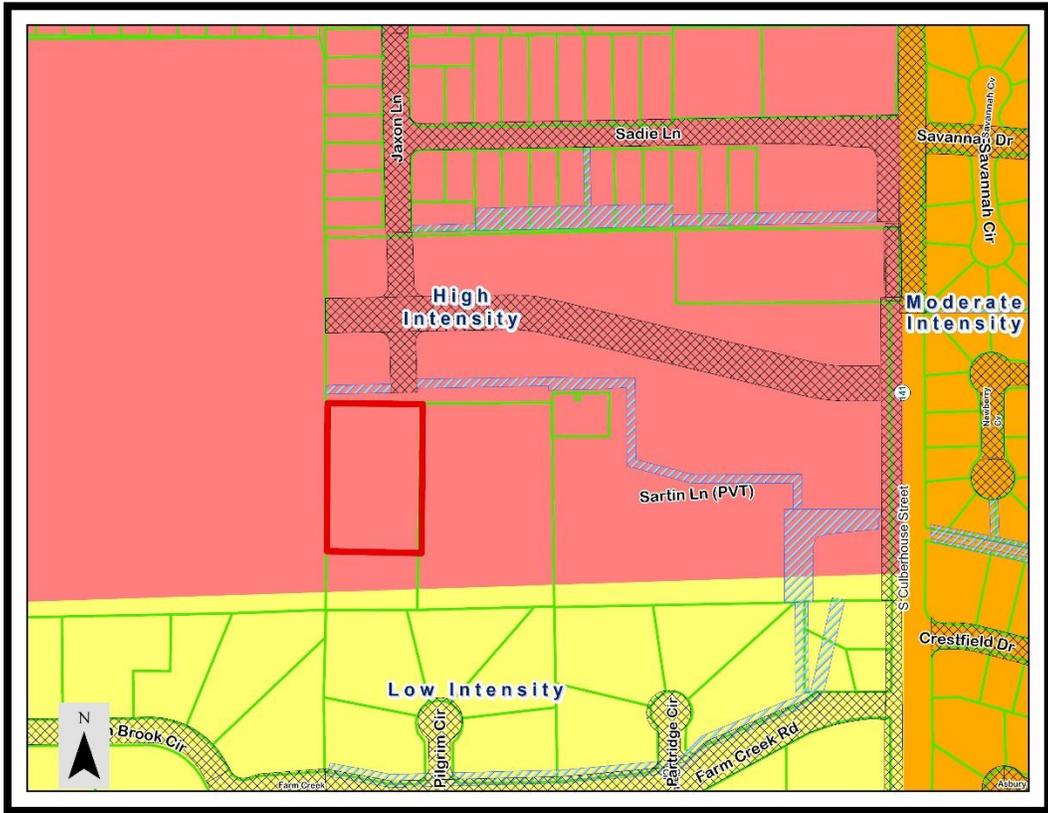
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Density: Multi-family 8-14 Dwelling Units per acre

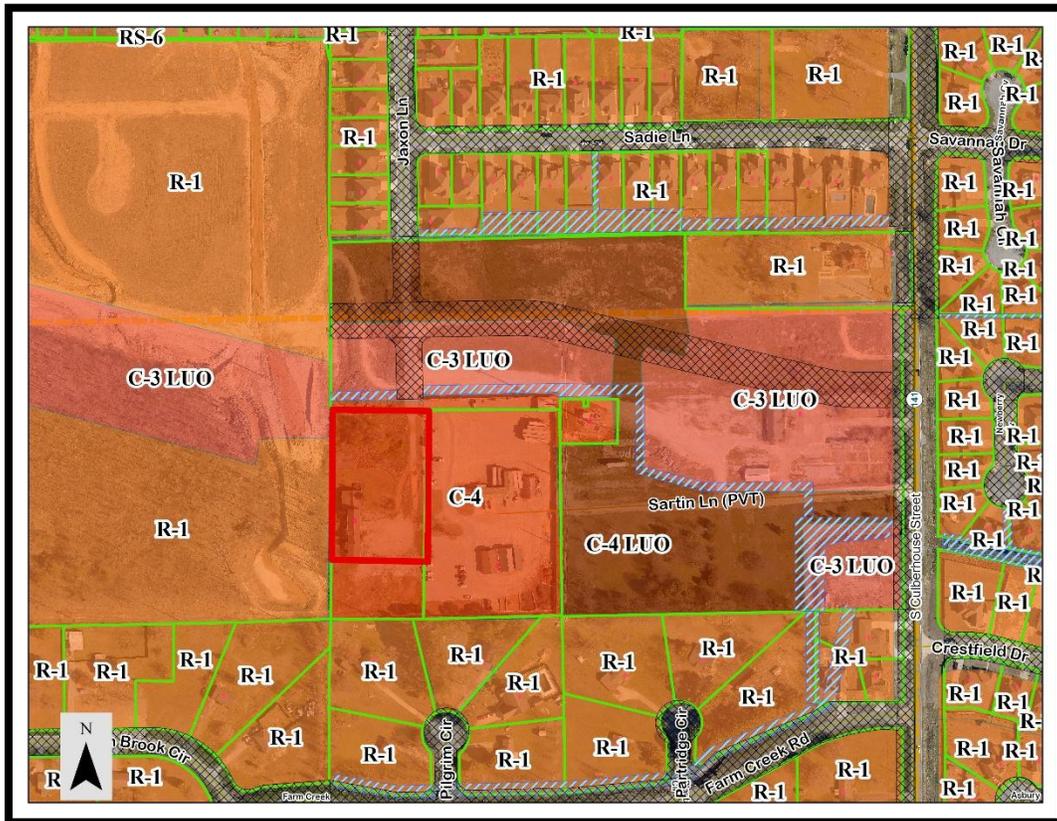
Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.





*Land Use Map*



*Zoning Map*

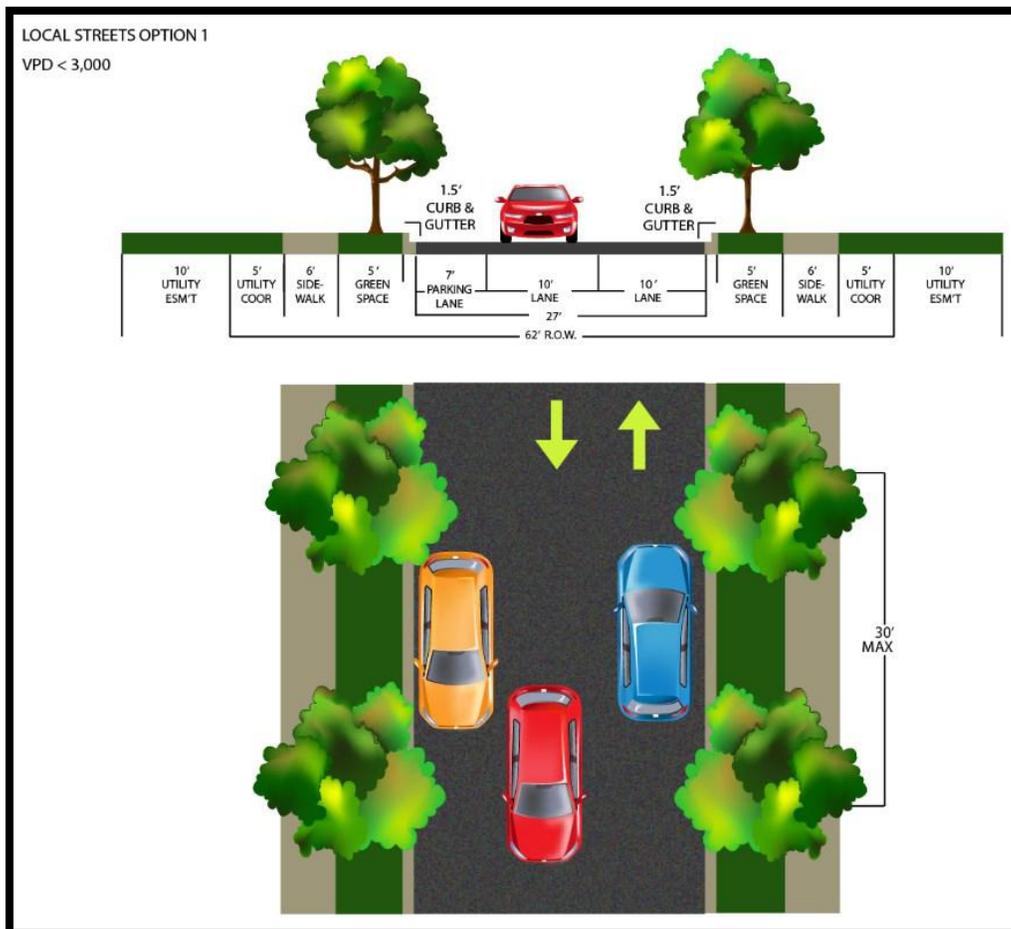
## Master Street Plan/Transportation

The subject property will be served by Jaxon Drive. The Master Street Plan classifies this road as a Local Street.

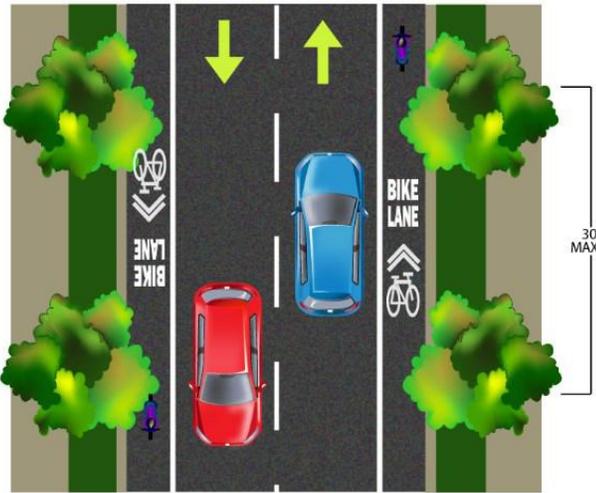
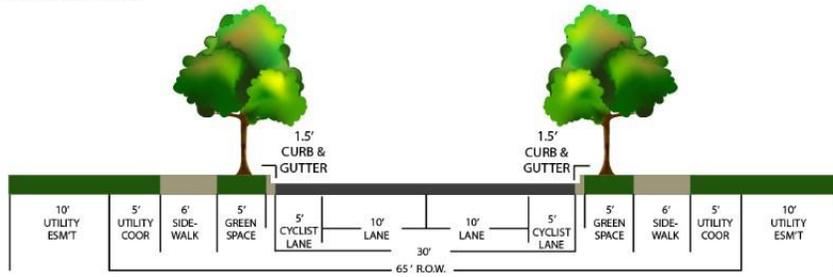
**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

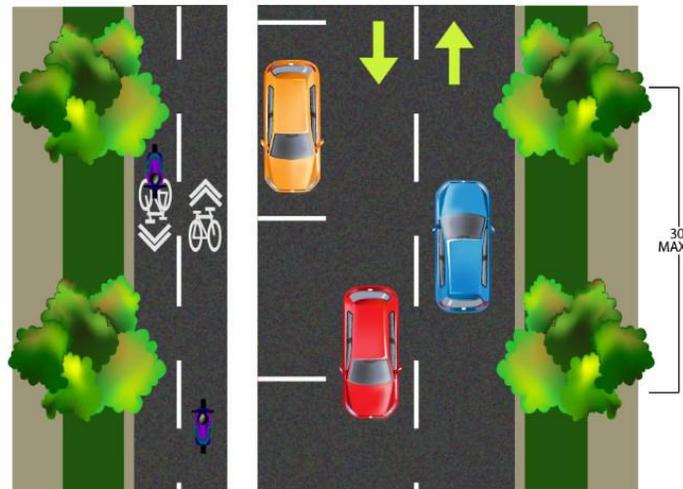
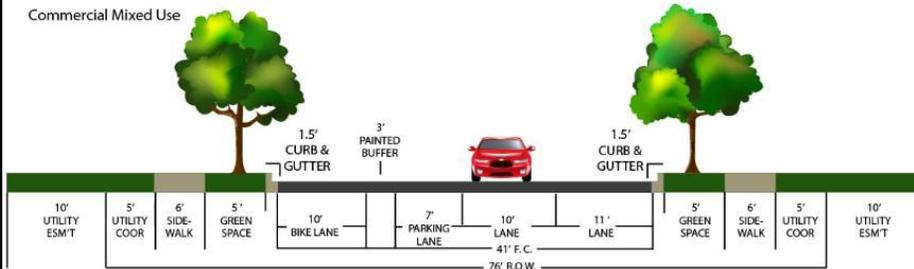
**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



LOCAL STREETS OPTION 2



LOCAL STREETS OPTION 3  
Commercial Mixed Use



**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all 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
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot be utilized or improved as a single-family house.	
<b>(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;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(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</b>	Minimal impact if rezoned considering this is an existing residential structure.	

**Staff Findings:**

**Applicant’s Purpose**

The proposed area is currently classified as “C-4”, neighborhood commercial district. The applicant is applying for a rezoning to allow use and improvement of the existing house at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

**Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:**

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

**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:

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	No issues were reported	
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<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	CWL
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-10; a request to rezone property “C-4”, neighborhood commercial district, to “RS-7”, single-family residential district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-10 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 “C-4”, neighborhood commercial district, to “RS-7”, single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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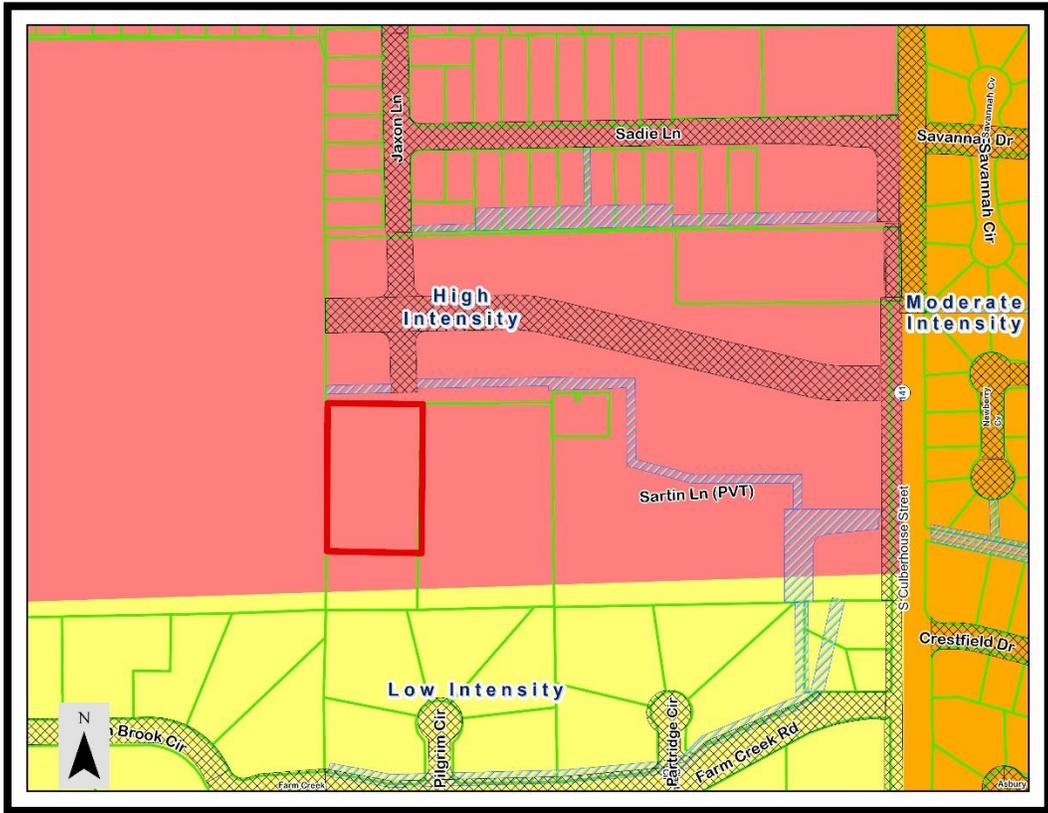
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

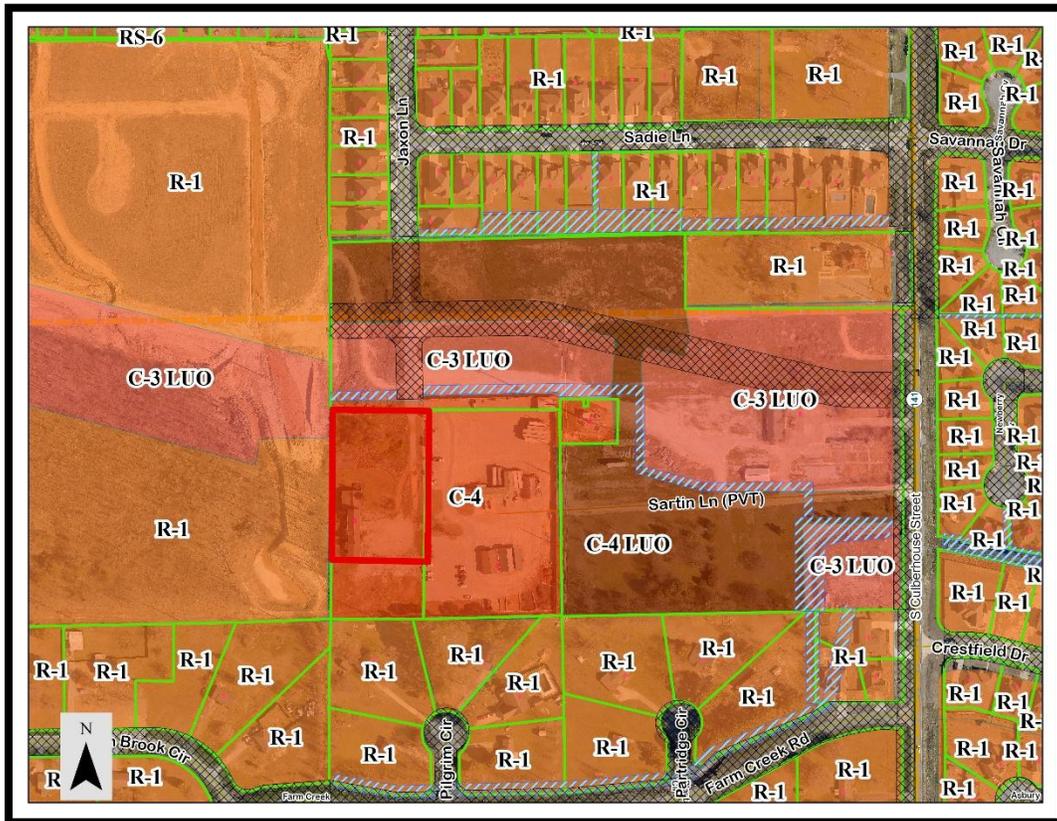
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



*Land Use Map*



*Zoning Map*

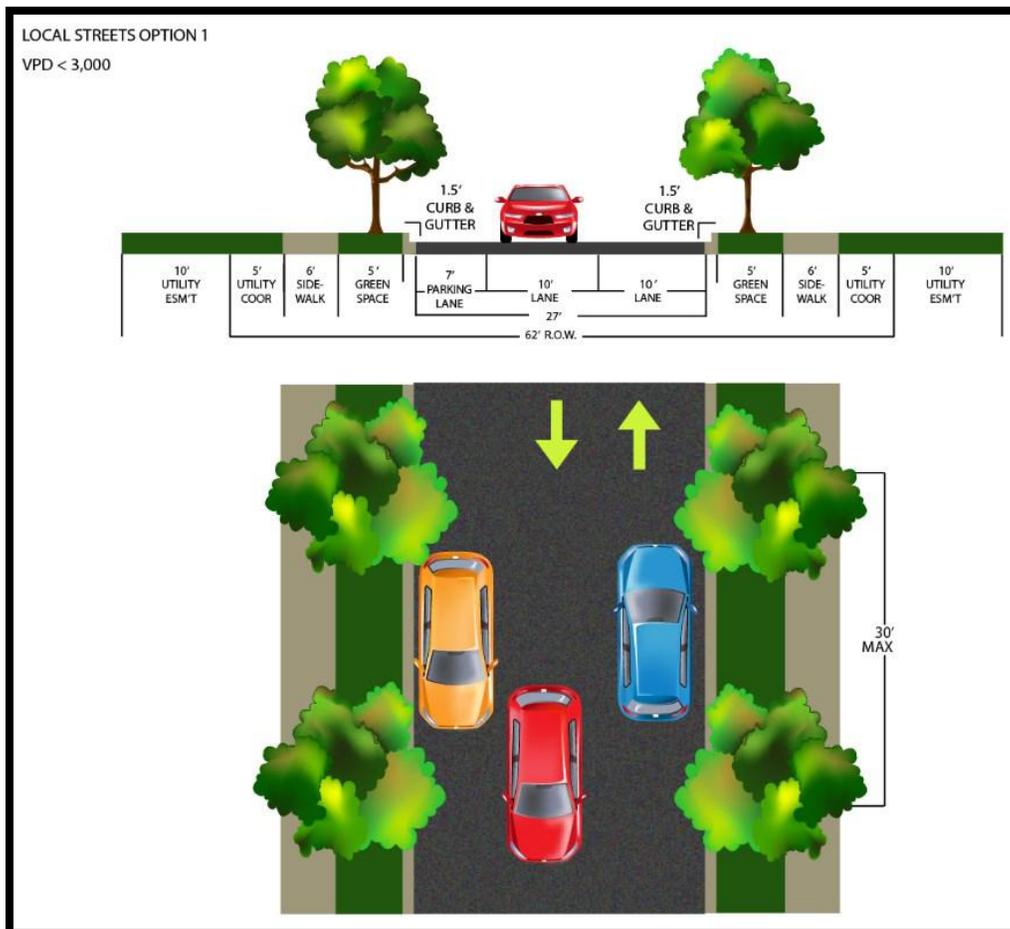
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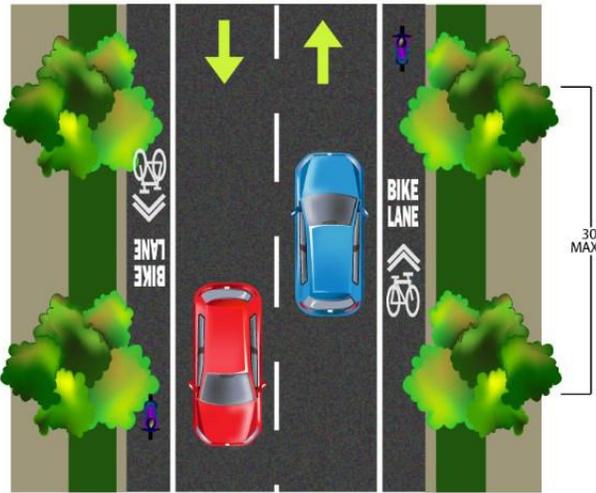
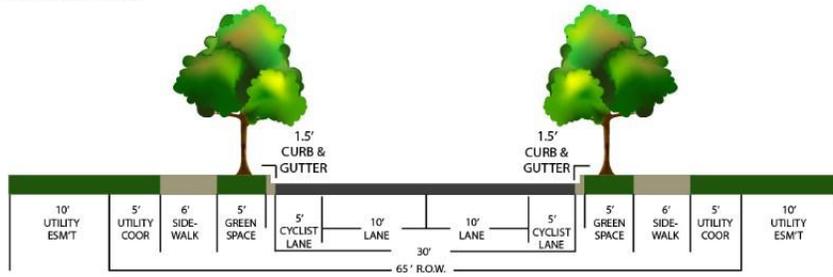
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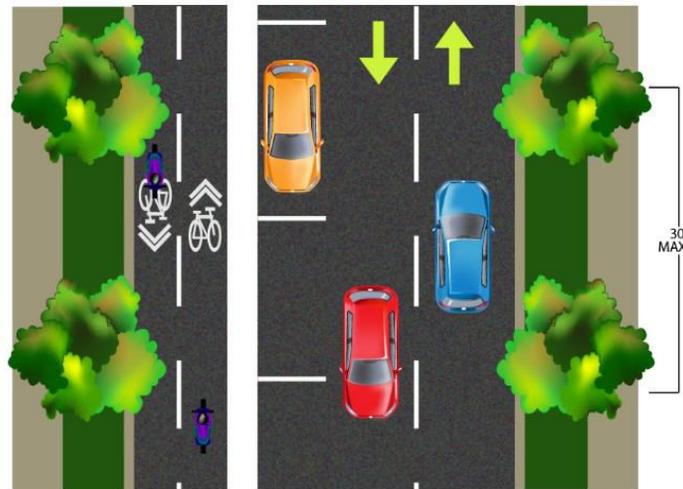
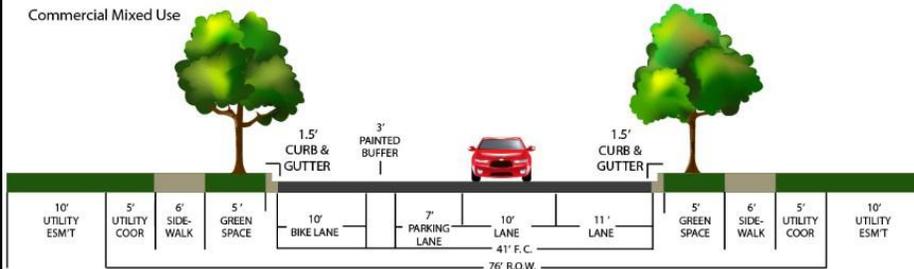
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1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
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Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

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\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 24, 2025**  
\*\*\*\*\*

**RZ-25-10      Rezoning: 200 Sartin Lane**

Dat Nguyen is seeking a rezoning for 1.73 acres located at 200 Sartin Lane. The current zoning is C-4, neighborhood commercial and the requested zoning is RS-7, single family residential district.

Lonnie Roberts (Chair): Do I have the proponent for this item? If you would please state your name for the record.

Dat Nguyen (Proponent): Yes sir, Dat Nguyen.

Lonnie Roberts: And is there anything you would like to add to it before we proceed?

Dat Nyguyen: No.

Lonnie Roberts: Okay, city planner, do you have the staff comments on this one?

Derrel Smith (City Planner): Yes sir, we do. We have reviewed it, this is an existing residence but it was in a C-4 zone. So, they bought the residence and we're trying to make additions and since it was a non-conforming use, they had to bring it into to a residential zone.

Lonnie Roberts: So, it's already being used for residential?

Derrel Smith: Yes, and we would recommend approval of this with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. 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. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay with this being a rezoning, is anyone here to give public input about the rezoning? Any questions or comments? Okay, I'll open up for commissioners questions for comments?

**COMMISSION ACTION:**

Mr. Dennis Zolper made a motion to approve Case RZ: 25-10, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, 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.

The motion was seconded by Paul Ford.

**Roll Call Vote:**

Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0

\*\*\*\*\*

OFFICIAL RECEIPT

Receipt Date 06/25/2025 03:53 PM  
Receipt Print Date 06/25/2025

Receipt # 00263316  
Batch # 00125.06.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR

317.20

Detail:

01-000-0150-00

Rezoning Request - 200 Sartin  
Ln / Proof of Publication

317.20

-----  
Total

317.20

Payment Information:

Credit Car 5313  
Change

317.20  
0.00

Lam Nguyen  
Customer #: 000000

Cashier: TJGeror  
Station: TJGEROR



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:024

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

**SECTION I:** 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: AG-1, AGRICULTURAL DISTRICT**  
**TO: RS-7- SINGLE FAMILY RESIDENTIAL DISTRICT**

THE FOLLOWING DESCRIBED PROPERTY:

### LEGAL DESCRIPTION:

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SECTION II:** 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 Department approval in the future.

**SECTION III:** 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.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Date Received: \_\_\_\_\_  
Case Number: \_\_\_\_\_

## LOCATION:

Site Address: Kathleen Street PARCEL #: 01-144232-00110

Side of Street: EAST between HIGHLAND DR and PACIFIC ROAD

Quarter: NE Section: 23 Township: 14N 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: AG Proposed Zoning: RS-7

Size of site (square feet and acres): 13.86 +/- ac.(603.741 S.F.) Street frontage (feet): 1034 ft

Existing Use of the Site: vacant

Character and adequacy of adjoining streets: Adjoining streets operate at an acceptable level of service.

Does public water serve the site? Yes Offsite water extension will improve water accessibility

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? Sanitary Sewer extension will service proposed lots

Use of adjoining properties:

North R-1; residential subdivision

South AG; currently farmland

East R-1; single family residential home/ farmland

West I-2:

Physical characteristics of the site: the project site is relatively flat and open; currently farmland

Characteristics of the neighborhood: Neighborhood possesses potential for growth with a new residential subdivision on the north and Dr MLK Jr Dr improvements on the east.

*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 17<sup>th</sup> 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?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be in the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (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?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (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: Phillips Family Investments LLC

Address: 3406 Stadium Blvd.

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-926-8757

Facsimile: \_\_\_\_\_

Signature: 

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Fisher Arnold

---

Name: Garrett Dunnam

Address: 404 Creath Ave

City, State: Jonesboro ZIP 72401

Telephone: 870-932-2019

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 17<sup>th</sup> of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
<b>Total Postage and Fees</b>	<b>\$9.63</b>	

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212 SHADY LAKE  
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BONO AR 72416

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
<b>Total Postage and Fees</b>	<b>\$9.63</b>	

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STADLER, LOUIS J JR. + SR.  
Street and Apt. No., or PO Box No.  
5300 PACIFIC ROAD  
City, State, ZIP+4®  
JONESBORO AR 72401

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
<b>Total Postage and Fees</b>	<b>\$9.63</b>	

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SNYDER, WILLIAM + REBEKAH  
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5305 PACIFIC RD  
City, State, ZIP+4®  
JONESBORO AR 72401

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
<b>Total Postage and Fees</b>	<b>\$9.63</b>	

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# FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 27, 2025

Mr. Derrel Smith  
Director of Planning and Zoning  
City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

**RE: REQUEST FOR REZONING: FROM AG TO RS-7  
PARCEL # 01-144232-00110  
JONESBORO, ARKANSAS**

Dear Mr. Smith:

On behalf of Phillips Family Investments LLC, we are pleased to submit this rezoning request. The subject property is located at the corner of Pacific Road and Kathleen Street. The property is currently zoned AG and contains 14.85 +/- acres. The proposed rezoning request is for 13.86 acres, which is a portion of the respective parcel in question. Based on Section 117-138, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services. Please accept our application to rezone based on the guidelines outlined in the Jonesboro Code of Ordinances.

Please see below the necessary information offering justification and explanation for the proposed rezoning as requested on the rezoning application. The explanations are numbered respective to the questions on the rezoning application.

1. The property was zoned AG at the time the current owner purchased it.
2. The purpose of the rezoning is as allow for residential development consistent with the surrounding area. The minimum lot size requirements for AG are not conducive for the intended lot size of the development.
3. The property will be developed into residential subdivision.
4. If the rezone is approved, RS-7 would allow 7 Lots per acre with a minimum lot size of 6,222s.f. The proposed development would provide 44 residential lots, 60'x130' average lot size.
5. Yes, the Land Use Plan depicts this area of land to be allocated for moderate intensity use. Based on the description of moderate intensity from the Land Use Plan, this development does comply.

404 Creath Avenue  
Jonesboro, AR 72401  
870.932.2019  
Toll Free: 1.888.583.9724

[www.fisherarnold.com](http://www.fisherarnold.com)

6. A rezone from AG to RS-7 would provide the opportunity for new single family detached housing in a growth area.
7. The surrounding area possesses mixed developments from single family to multi-family dwellings. Thus, this would maintain that growth by accommodating a single family, detached housing development.
8. The existing zoning does not allow for lot sizes conducive to the proposed development.
9. A successful rezone of this property would not create any change in the normal and customary use of "nearby property".
10. The current use has been farmland.
11. If the property were to be rezoned, the impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services would not be of any measurable burden different than the surrounding developments.
12. The development will begin in 2025
13. A neighborhood meeting has not been held at this time.
14. This application is not for a Limited Use Overlay.

If there are any further questions or concerns, please do not hesitate to contact me.

Sincerely



**Garrett Dunnam P.E.**

*Civil Engineer*

**FISHER ARNOLD**

404 Creath Avenue | Jonesboro, AR 72401



**FISHER ARNOLD**

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 28, 2025

**RE: REQUEST FOR REZONING: FROM AG TO RS-7  
PROPERTY LOCATION: KATHLEEN STREET  
PARCEL #: 01-144232-00110  
JONESBORO, ARKANSAS**

Dear Neighbor:

**In regards to the rezoning for the respective property, please see below a detailed explanation outlining the rezoning request.**

**PUBLIC HEARING DATE: JUNE 24, 2025**

On behalf of the owner of the respective property, we would like to inform you of a rezoning request in your community. The subject property is located on Kathleen Street, approximately 100 linear feet south of the intersection of Kathleen Street and Pacific Road. The property is currently zoned Agricultural, AG and contains 13.86 +/- acres that are needing to be rezoned for the respective development. Based on Section 117-138 of the Jonesboro Code of Ordinances, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services.

If the amendment to the zoning map request is approved, the RS-7 zoning will allow for the development of a single family, detached housing community. The average lot size will be 60ft x 130ft.

Please see attached, herein enclosed, the rezoning plat that was submitted to the City of Jonesboro Planning department and the City of Jonesboro Rezoning Property Owner Notification for more information.

If there are any further questions or concerns, please do not hesitate to contact me at 870.932.2019

Sincerely

**Garrett Dunnam P.E.**



**CITY OF JONESBORO  
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1<sup>st</sup> Floor, Jonesboro, Arkansas, on:

**TUESDAY, 24 ,2025 AT 5:30 PM**

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: FISHER ARNOLD

DATE: JUNE 24, 2025

SUBJECT PROPERTY ADDRESS: KATHLEEN STREET PARCEL: 01-144232-00110

DESCRIPTION OF REZONING REQUESTED: Request for rezone from AG to RS-7 to allow Detached, Single Family lots with lot dimensions approximately 60ft x 130ft.

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

\_\_\_\_\_  
Printed Name of Property Adjacent Owner

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

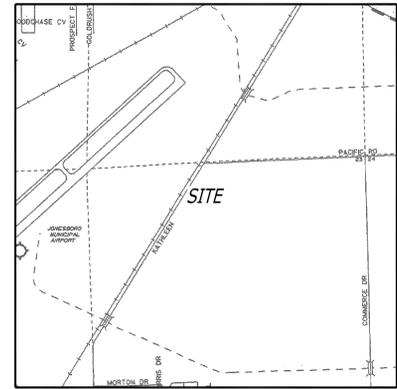
\_\_\_\_\_  
Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

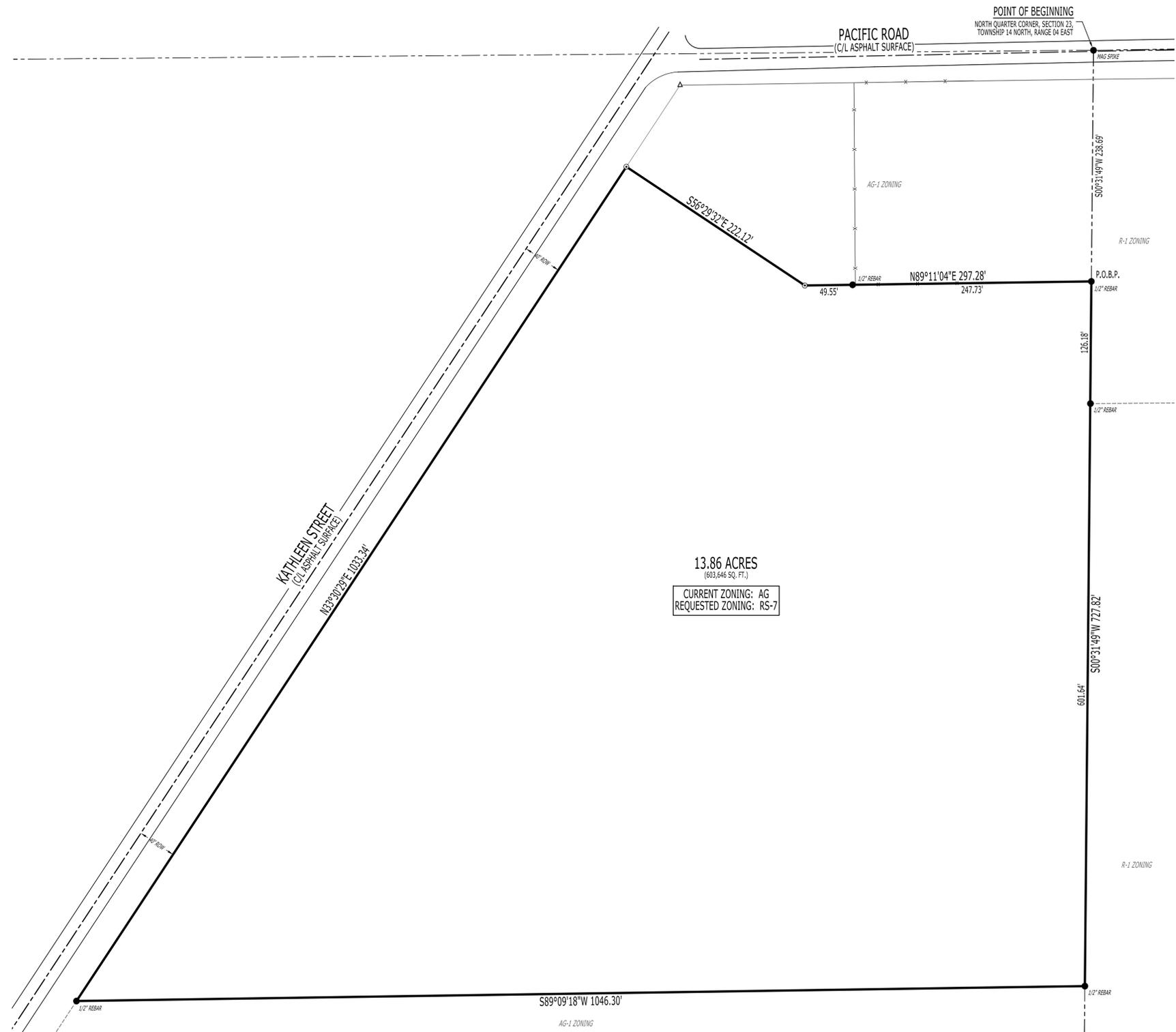


BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

**REZONING PLAT**  
**CLIENT: PHILLIPS FAMILY INVESTMENTS LLC**  
PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23,  
TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



VICINITY MAP (N.T.S.)



13.86 ACRES  
(603,646 SQ. FT.)  
CURRENT ZONING: AG  
REQUESTED ZONING: RS-7

**LEGEND:**

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR W/ BLUE PLASTIC CAP STAMPED "J. BEARD P.S. 1691" (OR AS NOTED)
- ▲ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

**ZONING NOTES:**

- CURRENT ZONING CLASSIFICATION:
  - AG, AGRICULTURAL DISTRICT.
- AG, BUILDING SETBACKS AND RESTRICTIONS:
  - STREET SETBACK - 30'
  - SIDE SETBACK - 10'
  - REAR SETBACK - 30'
  - MAXIMUM LOT COVERAGE - 35%
  - MAXIMUM HEIGHT LIMITATION - 45'
  - MINIMUM LOT WIDTH - 240'
  - MINIMUM LOT AREA - 5 ACRES
- REQUESTED ZONING CLASSIFICATION:
  - RS-7, SINGLE FAMILY RESIDENTIAL DISTRICT.
- RS-7, BUILDING SETBACKS AND RESTRICTIONS:
  - STREET SETBACK - 20'
  - SIDE SETBACK - 7.5'
  - REAR SETBACK - 20'
  - MAXIMUM LOT COVERAGE - 40%
  - MAXIMUM HEIGHT LIMITATION - 35'
  - MINIMUM LOT WIDTH - 50'
  - MINIMUM LOT AREA - 6,222 SQ. FT.
- FOR MORE INFORMATION CONTACT THE CITY OF JONESBORO PLANNING AND ZONING DEPARTMENT @ (870) 932-0406.

**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:
  - BOUNDARY SURVEY, BY MICHAEL P. MCNEESE, P.S. 1709, ADLS DOCUMENT NO. 20241206030930, DATED NOVEMBER 04, 2024.
  - WARRANTY DEED, CRAIGHEAD COUNTY DOCUMENT NO. JB2024R-020834, DATED NOVEMBER 19, 2024.
- THE SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP; PANEL NO. 05031C0259D, EFFECTIVE DATE SEPTEMBER 26, 2024.
- BUILDINGS AND IMPROVEMENTS SURFACE AND/OR SUBSURFACE ON AND ADJACENT TO THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN ON THIS BOUNDARY SURVEY.
- THE EXISTENCE AND/OR LOCATION OF UTILITY SERVICES TO THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN ON THIS BOUNDARY SURVEY.
- FIELD WORK WAS COMPLETED ON MAY 20, 2025.

**LEGAL DESCRIPTION (AS-SURVEYED):**

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SURVEYOR'S CERTIFICATION:**

I, JASON D. BEARD, 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**  
404 Creath Ave., Suite B  
Jonesboro, AR 72401  
870-209-9940  
www.ridgesurveying.net

DRAWING INFO	DATE	BY	DESCRIPTION
JDB	05/22/2025		

SCALE: 1" = 60'  
JOB NO.: 24001-REZONE



RIDGE SURVEYING & CONSULTING, PLLC. ARKANSAS - 2946



JASON D. BEARD - SURVEYOR  
ARKANSAS - P.S. 1691

500-14N-04E-0-23-410-16-1691

REZONING REQUESTED  
FOR THIS  
PROPERTY  
Public Hearings to be held  
2nd & 4th Tuesday of Each Month  
Municipal Center  
300 S. CHURCH ST.  
1st Floor  
CALL 870-932-0406  
FOR FURTHER INFORMATION  
CITY OF JONESBORO

REZONING REQUESTED  
ON  
PROPERTY  
Public Hearings to be held  
Thursday of Each Month  
Municipal Center  
800 N. 10th St.  
CALL 817-935-0400  
FOR FURTHER INFORMATION

REZONING REQUESTED  
FOR THIS  
PROPERTY  
Public Hearings to be held  
Tuesday of Each Month  
Municipal Center  
308 S. CHURCH ST.  
1st Floor  
CALL 870-932-0406  
FOR FURTHER INFORMATION  
CITY OF JONESBORO

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-11 Kathleen Street and Pacific Road**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 24, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 13.86 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “AG-1”, agricultural district, to “RS-7”, single-family residential district.

**APPLICANT:** Fisher Arnold, 404 Creath Ave., Jonesboro, AR 72401

**OWNER:** Phillips Family Investments, LLC, 3406 Stadium Blvd., Jonesboro, AR 72404

**LOCATION:** Kathleen Street and Pacific Road (Parcel # 01-144232-00110)

**SITE DESCRIPTION:** **Total Size:** Approx. 13.86 acres  
**Street Frontage:** Approx. 1034 feet along Kathleen Street

**Existing Development:** Vacant

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>AG-1 - Vacant</b>
<b>South</b>	<b>AG-1 - Vacant</b>
<b>East</b>	<b>R-1 - Vacant</b>
<b>West</b>	<b>Railroad Tracks &amp; I-2 - Vacant</b>

**HISTORY:** Vacant

## 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 a **High Intensity** Growth Sector.

### **High Intensity:**

A wide range of land uses is appropriate in the high intensity zone, from 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.

### Typical Land Uses:

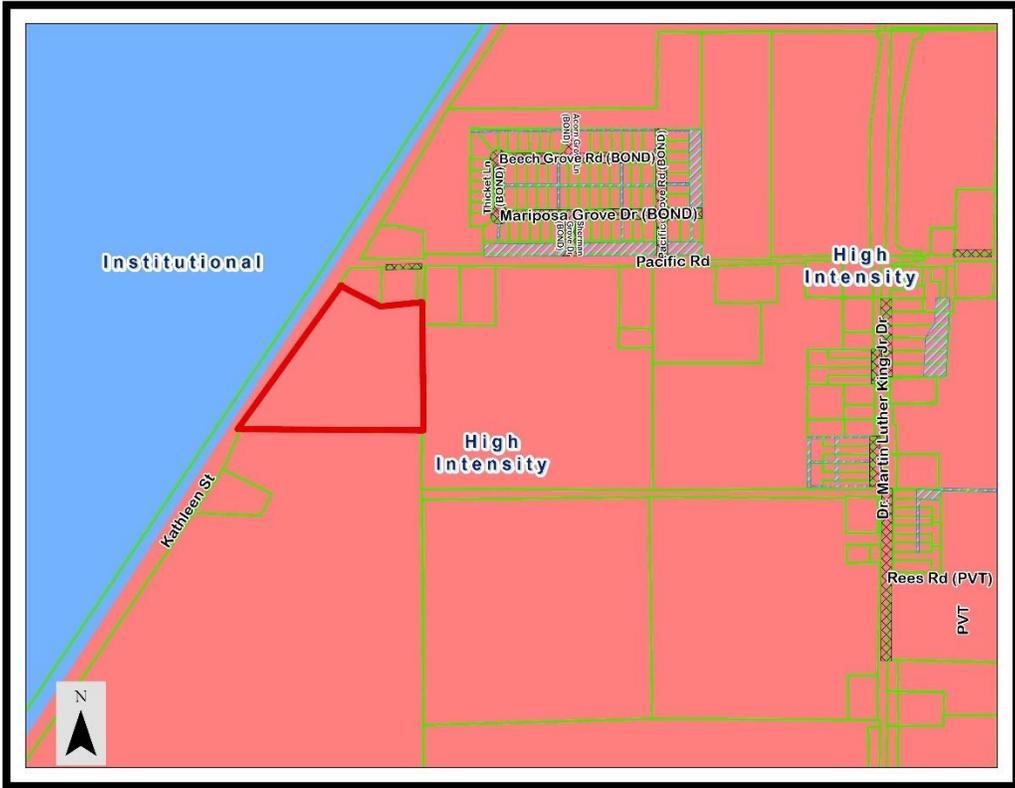
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Density: Multi-family 8-14 Dwelling Units per acre

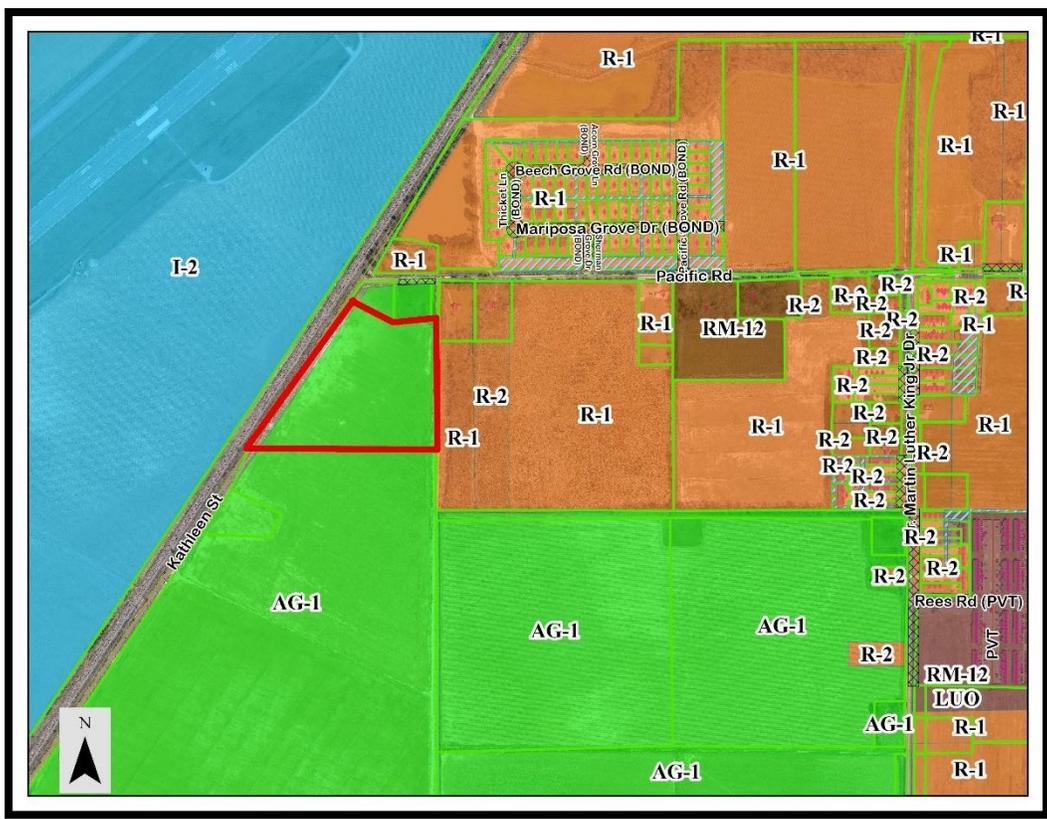
Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.





*Land Use Map*



*Zoning Map*

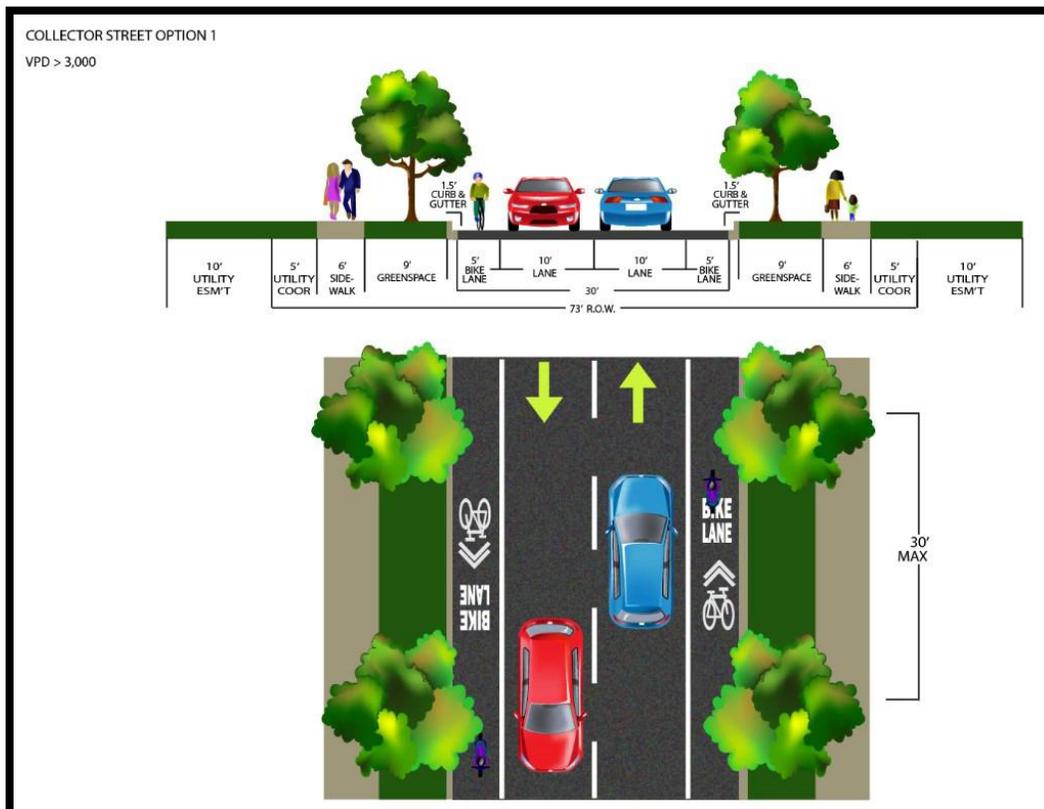
## Master Street Plan/Transportation

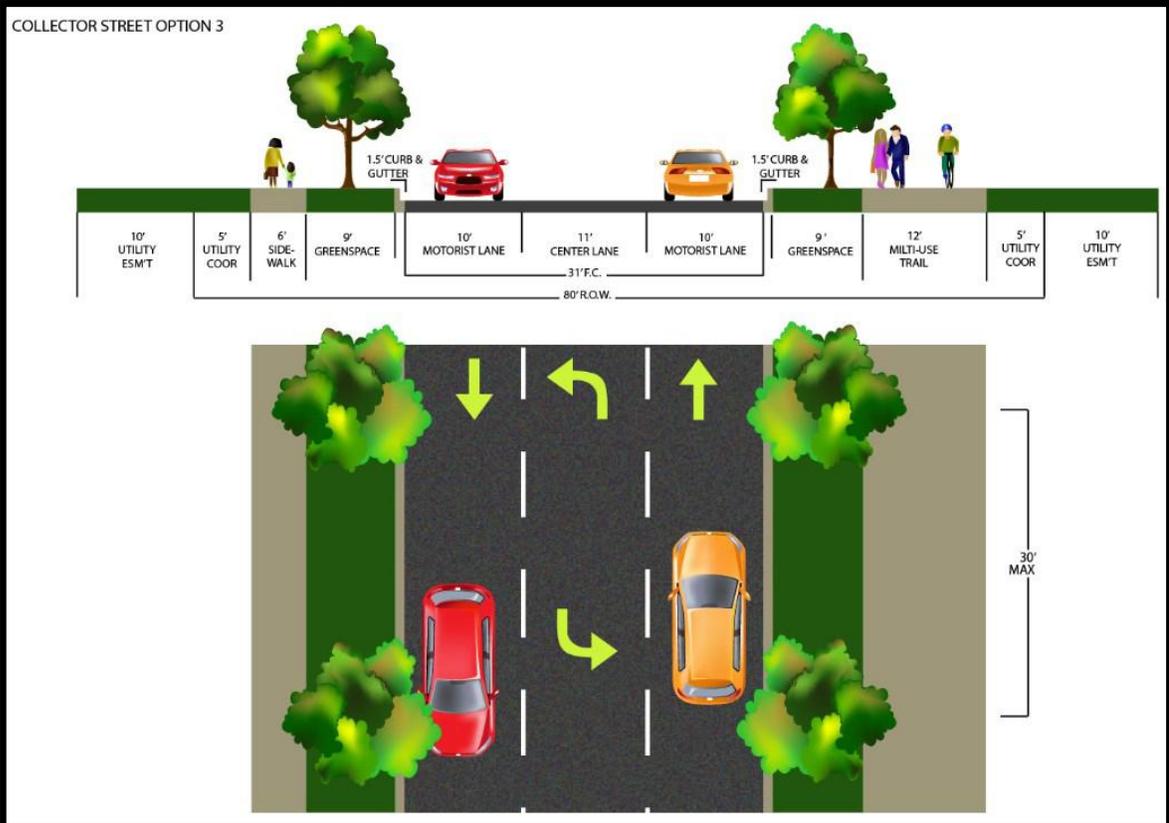
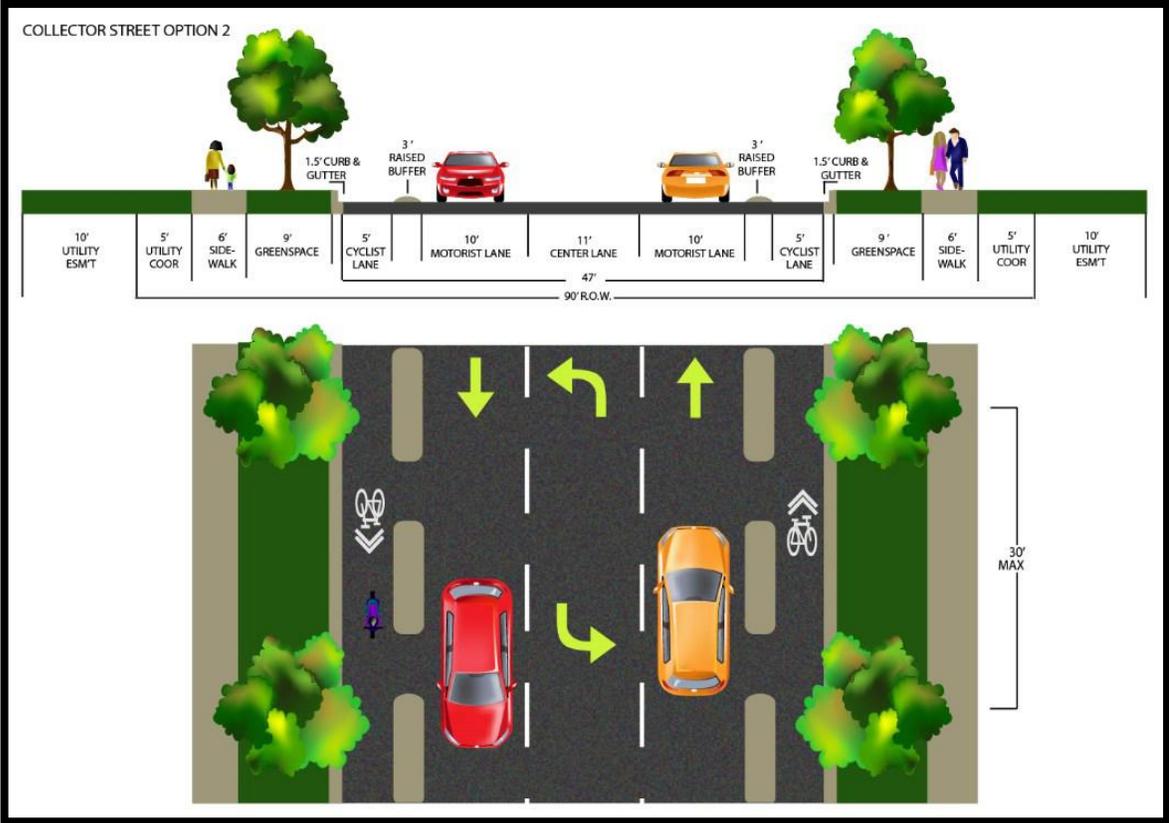
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).





**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all 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
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot be utilized as a residential subdivision.	
<b>(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;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(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</b>	Minimal impact if rezoned.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "AG-1", agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

### 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 issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property “AG-1”, agricultural district, to “RS-7”, single-family residential district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-11 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 “AG-1”, agricultural district, to “RS-7”, single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-11 Kathleen Street and Pacific Road**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 24, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 13.86 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “AG-1”, agricultural district, to “RS-7”, single-family residential district.

**APPLICANT:** Fisher Arnold, 404 Creath Ave., Jonesboro, AR 72401

**OWNER:** Phillips Family Investments, LLC, 3406 Stadium Blvd., Jonesboro, AR 72404

**LOCATION:** Kathleen Street and Pacific Road (Parcel # 01-144232-00110)

**SITE DESCRIPTION:** **Total Size:** Approx. 13.86 acres  
**Street Frontage:** Approx. 1034 feet along Kathleen Street

**Existing Development:** Vacant

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>AG-1 - Vacant</b>
<b>South</b>	<b>AG-1 - Vacant</b>
<b>East</b>	<b>R-1 - Vacant</b>
<b>West</b>	<b>Railroad Tracks &amp; I-2 - Vacant</b>

**HISTORY:** Vacant

**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 a **High Intensity** Growth Sector.

**High Intensity:**

A wide range of land uses is appropriate in the high intensity zone, from 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.

Typical Land Uses:

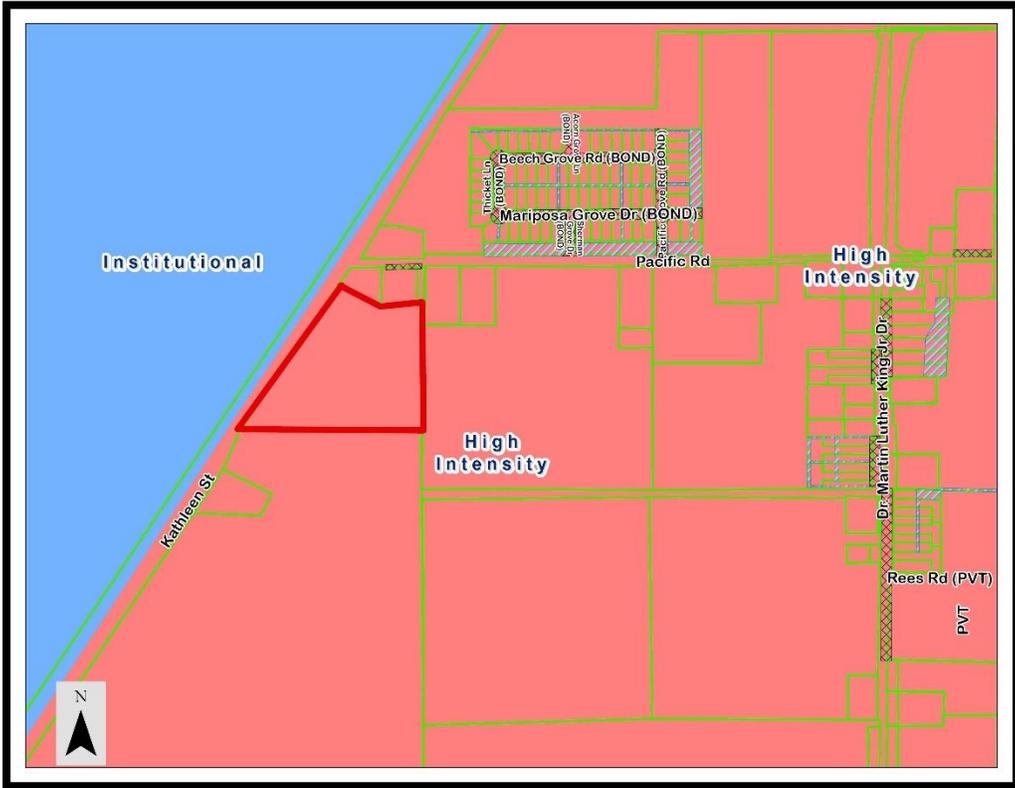
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Density: Multi-family 8-14 Dwelling Units per acre

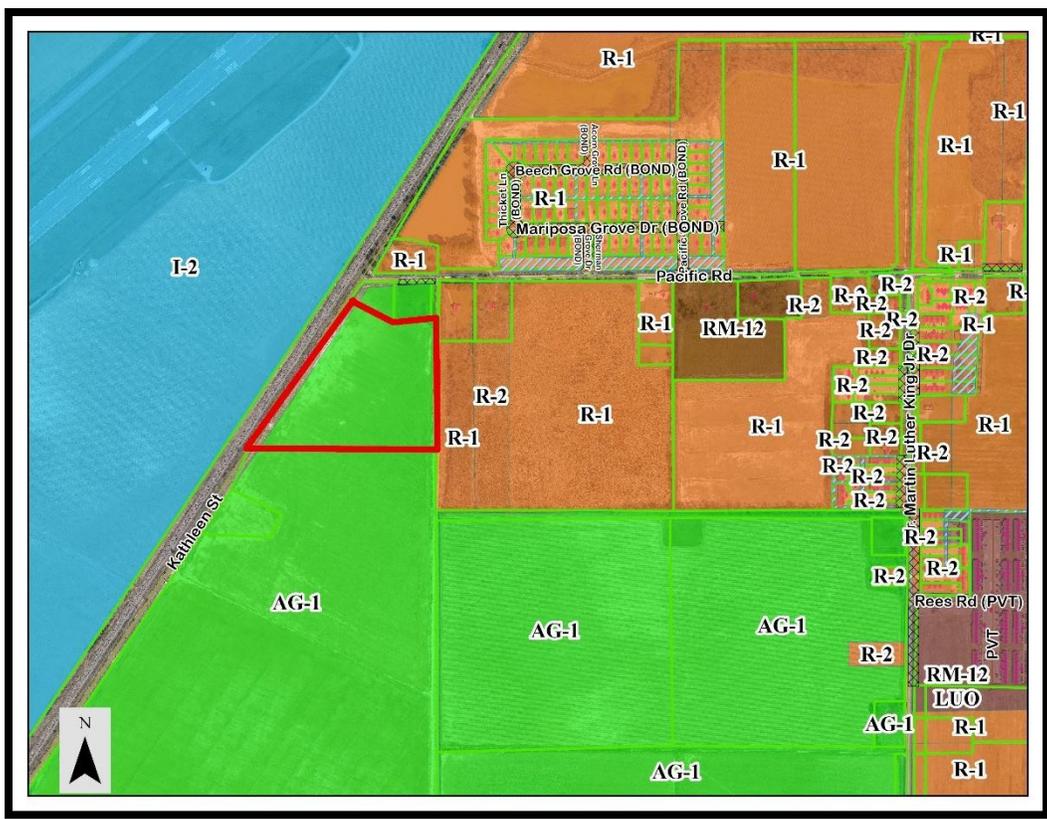
Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.





Land Use Map



Zoning Map

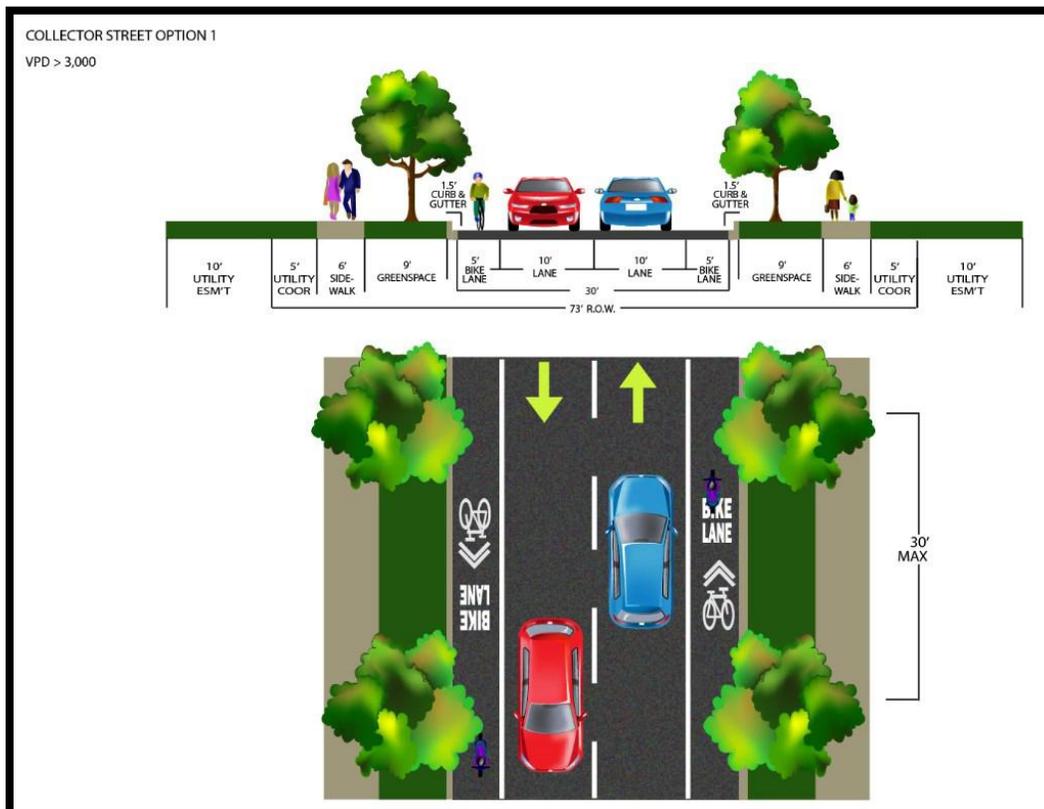
## Master Street Plan/Transportation

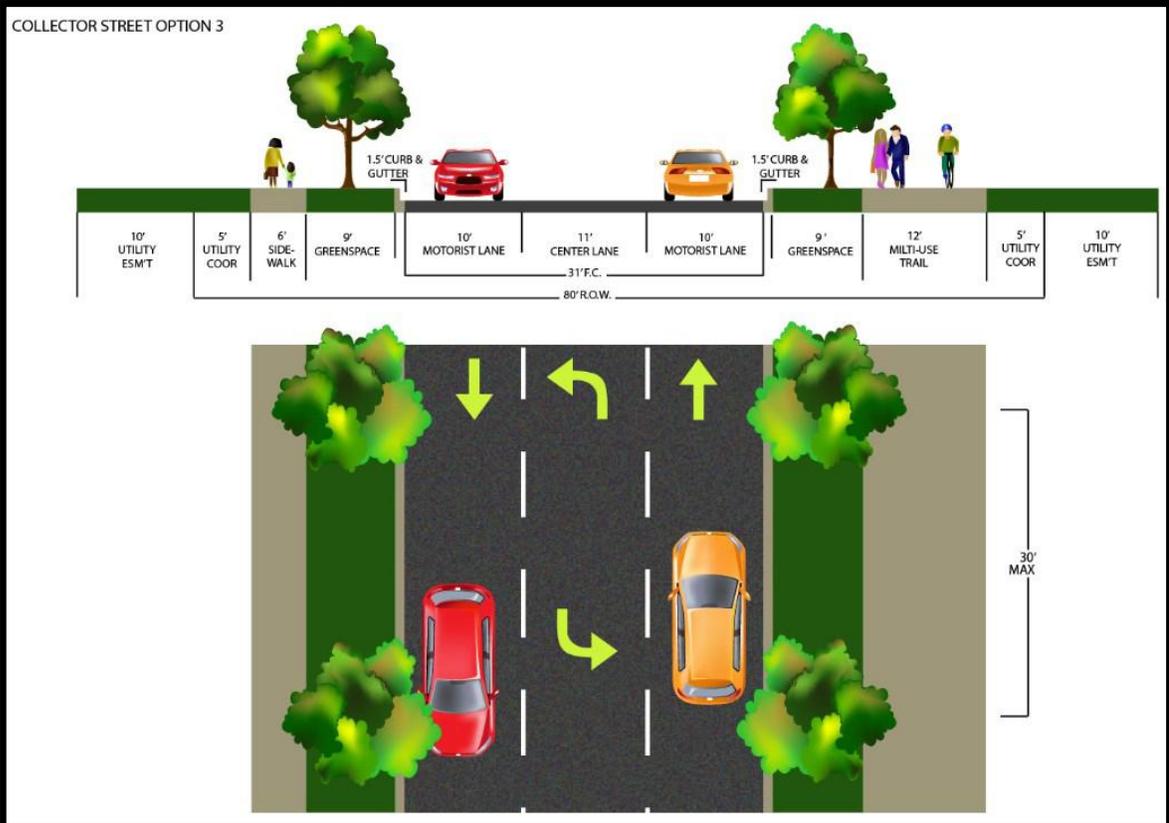
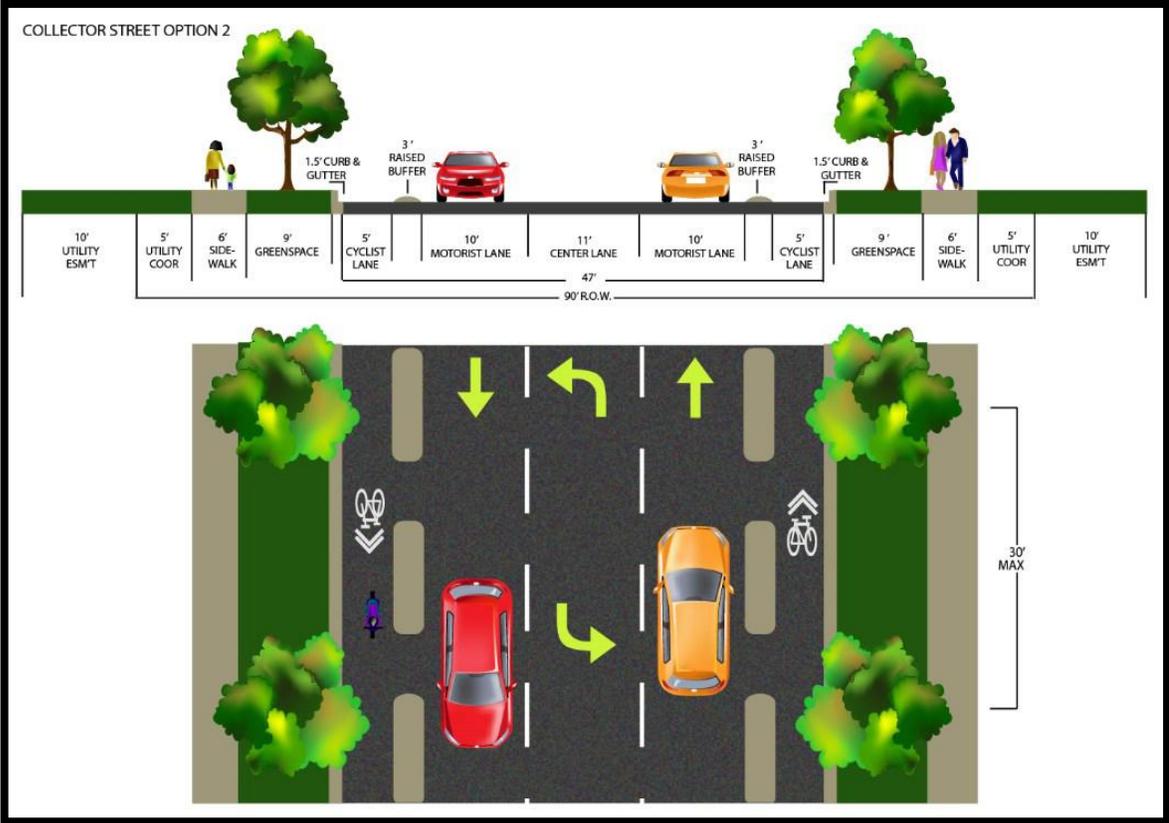
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).





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<b>(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</b>	Minimal impact if rezoned.	

**Staff Findings:**

**Applicant’s Purpose**

The proposed area is currently classified as “AG-1”, agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

**Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:**

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

**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:

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<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	CWL
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property “AG-1”, agricultural district, to “RS-7”, single-family residential district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-11 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 “AG-1”, agricultural district, to “RS-7”, single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

**RZ-25-11      Rezoning: Kathleen Street and Pacific Road**

Fisher Arnold is seeking a rezoning on behalf of Phillips Family Investments LLC for 13.86 acres located at Kathleen Street and Pacific Road. The current zoning is AG-1, agricultural district and the requested zoning is RS-7, single family residential district.

Lonnie Roberts (Chair): Do we have the proponent for this item?

Garrett Dunham (Proponent): Garrett Dunham with Fisher Arnold, on behalf of Phillips Family Investments. This land was purchased in order to provide a second egress to the subdivision just to the east. So, we are rezoning it just so we can incorporate that into the larger plan. It'll be phase two of the subdivision that was previously submitted and approved at the previous meeting.

Lonnie Roberts: City Planner, staff comments on this one?

Derrel Smith: Yes, sir. We would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. 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. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay so with this rezoning request, is there anyone here to give public input? Or is there anyone with questions? If not, I'll open up for commissioners, any questions or comments?

**COMMISSION ACTION:**

Mr. Dennis Zolper made a motion to approve Case RZ: 25-11, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, 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.

The motion was seconded by Jimmy Cooper.

**Roll Call Vote:**

Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0

\*\*\*\*\*

OFFICIAL RECEIPT

Receipt Date 06/26/2025 09:27 AM  
Receipt Print Date 06/26/2025

Receipt # 00263330  
Batch # 00126.06.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 243.10

Detail:

01-000-0150-00  
Proof of Publication 243.10

-----  
Total 243.10

Payment Information:

Credit Car 8130 243.10  
Change 0.00

Garrett Dunnam  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:019

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**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

### AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

WHEREAS SHJ Holdings, Inc., DBA THE DEN-ZONE of Jonesboro has applied for a private club permit to be located at 2605 A Street, Jonesboro, AR 72401: and

WHEREAS SHJ Holdings, Inc., desires to receive approval for a private club to be located at 2605 A Street, 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:

SHJ Holdings, Inc., DBA, THE DEN-ZONE of Jonesboro's application for a private club permit is approved and SHJ 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 2605 A Street, Jonesboro, AR 72401.



# City of Jonesboro Private Club Review and Conditions Form

Date 5-27-2025 Non-Profit Corp. SHJ Holdings, Inc  
 Address 2008 Durango Cv Jonesboro d/b/a: The Den Zone  
 Applicant on Behalf of Club Jerry Lee Rapert  
 Home Address 2008 Durango Cv.  
 Business Name The Den Zone  
 Business Address 2605 A Street Jonesboro

**City of Jonesboro official use below this:**

**Police Department:** Copy of membership list Yes  No   
 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  No  Signature Chief of Police Rick Elliott

**Planning and Zoning Department:**

Type of Private Club: Restaurant  Hotel/Motel   
 Hours of Operation? \_\_\_\_\_  
 Copy of menu for food service? Yes  No   
 Zoning R-1  
 Approve? Yes  No  Signature Planning Director [Signature]

**City Clerk:**

Date received \_\_\_\_\_  
 Date entered in Legistar \_\_\_\_\_

**City Council Action**

Approve \_\_\_\_\_ Deny \_\_\_\_\_



*sfz*

**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**

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: **Rapert**      First: **Jerry**      Middle: **Lee**  
Date of Birth: [REDACTED]      Sex: [REDACTED]      Race: [REDACTED]  
Social Security Number: [REDACTED] (not verified, supplied at time of request)  
Home/Mailing Address: **5517 Pacific Rd Jonesboro, AR 72401**



**- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -**

### Requestor Information

Transaction Number: **ABC004448754**  
Date: **12/12/2024**      Agency Reporting: **Arkansas State Police**  
Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**  
Released To: **Tiffany Brown On Behalf of Alcoholic Beverage Control**  
Representing: **Alcoholic Beverage Control**  
Mailing Address: **101 E 7th St Ste 204 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 five (5) 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.

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.

SHJ Holdings, Inc dba The Den-Zone  
Non-Profit Corporation

FEIN # \_\_\_\_\_

APPLICANT ON BEHALF OF CLUB  
Jerry Lee Rapert  
First Middle Last

HOME ADDRESS  
2208 Durango Ave Jonesboro 72404 Craighead  
Street City Zip County

BUSINESS NAME  
The Den-Zone

BUSINESS ADDRESS  
2605 A Street Jonesboro 72401 Craighead  
Street City Zip County

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

Arkansas State University, PO Box 600, State University, 72467

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.  
Private Club Restaurant

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
Jerry Lee Rapert	President	2008 Durango Cove Jonesboro, AR 72404
Jeb Witten Rapert	Vice-President	2500 Davis Dr., Jonesboro, AR 72401
Robin Quick	Sec/Treasurer	5517 Pacific Rd., 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 8 day of May, 2025.

  
 \_\_\_\_\_  
 Signature of Applicant/Managing Agent  
President  
 \_\_\_\_\_  
 Official Title

Subscribed and sworn to before me this 8 day of May, 2025.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 10-26-2028

ANDREA D MCGOWAN  
 NOTARY PUBLIC - STATE OF ARKANSAS  
 CRAIGHEAD COUNTY  
 MY COMMISSION EXPIRES 10-26-2028  
 COMMISSION # 12705830

## SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Jerry Lee Rapert Sex [REDACTED] Date of Birth [REDACTED]
2. Home Address 2008 Durango Court, Jonesboro 72404 Phone No (870) 838-4251  
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. [REDACTED] 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  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 preceding 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 preceding 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? No If so, give full information \_\_\_\_\_
11. Marital Status: Single  Married ( ) Divorced ( ) Separated ( ) Other ( )
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Daughter	Abigail Grace Rapert	11177 <sup>th</sup> Ave. South Nashville, TN 37203	Pharmacy Student
Son	Jeb Wilton Rapert	2500 Paris Dr. Jonesboro 72404	Real Estate
Son	Jude Edward Rapert	2500 Paris Dr. Jonesboro 72404	Student


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

(b) If so, who and in what capacity? Jeb Rapert, Management

13. Give your home address (city or town) and dates at each for the past five (5) years:
- 907 Lakecrest Dr., Jonesboro, AR 72404 1/2016 - 7/2023
  - 500 Fairway Cr., Springdale, AR 72764 8/2023 - 2/2024
  - 5517 Parche Rd., Jonesboro, AR 72401 2/2024 - 5/2024
  - 2008 Durango Cove, Jonesboro, AR 72401 5/24 - Present
14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Self-Employed	The Pill Peddler Pharmacy 1240 S. Hwy 61 Osceola, AR	7/2011 - 5/2023
Self-Employed	ONQ Real Estate & Property Mgmt. 1200 Falls St. Jonesboro AR	11/2017 - Current

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.

Jerry Rapert  
Applicant's Signature

STATE OF ARKANSAS  
COUNTY OF Craighead

\_\_\_\_\_, 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 8 day of May, 2025.

[Signature]  
Notary Public

My Commission Expires: 10-26-2028.

ANDREA D MCGOWAN  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 10-26-2028  
COMMISSION # 12705830

**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.

Jerry Lee Rapert

Jerry Lee Rapert  
Signature Full Name

5/8/25  
Date

2008 Durango Cove  
Home Address

Jonesboro AR 72404  
City State Zip

1200 Falls Street  
Mailing Address

Jonesboro AR 72401  
City State Zip

(872)-838-4251 (872) 520-6468  
Contact Phone Business Phone

jrapert@onqproperties.com  
Email Address

Subscribed and sworn to before me this 8 day of May, 2025.

[Signature]  
Notary Public

My Commission Expires: 10-26-2028 :

ANDREA D MCGOWAN  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
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COMMISSION # 12705830

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Jeb Rapert

*Jeb Rapert*

Signature – Full Name

03/18/2025

Date

2500 Davis Drive

Home Address

Jonesboro

City

AR

State

72401

Zip

2500 Davis Drive

Mailing Address

Jonesboro

City

AR

State

72401

Zip

870-549-0882

Contact Phone

Business Phone

jebrapert@me.com

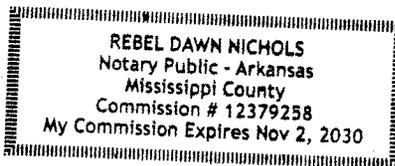
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

*Rebel Dawn Nichols*

Notary Public

My Commission Expires: Nov 02, 2030:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S: 7

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.

*Robin Quick*

*Robin Lynn Quick*  
Signature - Full Name

03-18-2025  
Date

5517 PACIFIC RD.  
Home Address

JONESBORO AR 72401  
City State Zip

5517 PACIFIC RD  
Mailing Address

JONESBORO AR 72401  
City State Zip

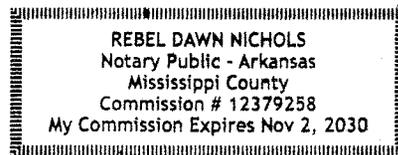
501-499-1526 870-520-6468  
Contact Phone Business Phone

RQUICK@ONQPROPERTIES.COM  
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

*Rebel Dawn Nichols*  
Notary Public

My Commission Expires: Nov. 02, 2030



SHJ Holdings, Inc. dba THE DEN-ZONE of Jonesboro

**SHJ Holdings, Inc. dba THE DEN-ZONE of Jonesboro** is a non-profit private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in and around Jonesboro, Craighead County, Arkansas.

**SHJ Holdings** will support the Arkansas State University Red Wolves Foundation and the Arkansas State University System Foundation. **The non-profit will focus support on these and other charities associated with Arkansas State University.**

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

NAME	ADDRESS	CITY	STATE
ABERNATHY, JENNIFER	250 CR 7953	JONESBORO	AR
AKIN, JANET	275 CR 111	BONO	AR
ANDERSON, TREVOR	3311 KINGSBURY ST	JONESBORO	AR
ANDREWS, CAREY	585 CR 354	WYNNE	AR
BARRETT, MARLANA	207 S. HOLMAN APT. 1	BROOKLAND	AR
BLACKBURN, RYAN	802 E. LAKESHORE DR	JONESBORO	AR
BRADSHER, ZACHARY	2026 LIONHEART LN	JONESBORO	AR
BRANNON, DEWIGHT	51 CR 7940	JONESBORO	AR
BRIGANCE, JOSEPH MATHEW	83 S. JEFFERSON	WILSON	AR
BROWN, HEATH	222 CRAIGHEAD RD 7612	BROOKLAND	AR
BROWN, JIMMY	54 JACKSON	WILSON	AR
CALDWELL, MITCHELL	4808 LONOKE LANE	JONESBORO	AR
CALDWELL, ROB	4712 IVERNESS RUN DR	JONESBORO	AR
CHAMBERLAIN, KRISTEN & BEAU	1035 CR 111	BONO	AR
CLARK, BILL	3619 VICKIE DR	JONESBORO	AR
CREECY, JOHNNY JEFF	1951 W.CR 1116	JOINER	AR
COCHRAN, JIM	3816 RIVIERA DR	JONESBORO	AR
COX, JOEL	1004 CARROLL RD	PARAGOULD	AR
CULLEN, TODD	2503 RIDGEPOINTE DR	JONESBORO	AR
DAVIS, SUSAN	1220 LAVETTE	TRUMANN	AR
DEAREN, EASON	3670 CR 745	JONESBORO	AR
DIORIO, ANTHONY	304 E. STROUD	JONESBORO	AR
ELDER, MATHEW	2224 W.CR 1020	JOINER	AR
FELTS, MICKEY	3607 OAKVIEW DR	JONESBORO	AR
FESMIRE, LEE	295 RIVER TRACE DR	MARION	AR
FINLEY, BILLY	115 HUNTCLIFF	JONESBORO	AR
FINLEY, JUDD & KELLY	3231 STRAWFLOOR DR	JONESBORO	AR
FISCHBACHER, ANGIE	200 DUNWOODY	JONESBORO	AR
FITE, CHAD	19743 HWY 158	HARRISBURG	AR
FLIPPO, JOHN	320 COLCHESTER DR	JONESBORO	AR
FRENCH, BRIAN	17 CR 201	JONESBORO	AR
GANN, DAVID	4021 SAGE MEADOWS	JONESBORO	AR
GARTMAN, ZACH	605 WEST LAWSON RD	JONESBORO	AR
GERA, PRATEEK	3524 LAKEPOINTE	JONESBORO	AR
HALSELL, JERRY	264 TWIN LAKE DR	PARAGOULD	AR
HAMILTON, LEAH	4308 CLUBHOUSE DR	JONESBORO	AR
HAMLETT, KEITH	101 HOLMES RD APT. 5	JONESBORO	AR
HATTENHAUER, JONATHAN	105 N. CARRUTHERS ST	MONETTE	AR
HAWKINS, NOAH	201 HUNTCLIFF DR	JONESBORO	AR
HAWKINS, AMBER	2011 WESTBROOK	JONESBORO	AR
HERINGER, AL	2404 RIDGEPOINTE DR	JONESBORO	AR
HOLT, RANCE & AMY	5617 HALLOW CREEK LN	JONESBORO	AR
HUNDLEY, DANIEL	3113 E. NETTLETON	JONESBORO	AR

HUNTER, THOMAS SCOTT	924 FAIRWAY COVE	JONESBORO	AR
JAMES, DAVID & JAIME	3821 PEBBLE BEACH	JONESBORO	AR
JOHNSTON, JEFF	434 DANNER COVE	MARION	AR
JONES, JACK	2414 RIDGEPOINTE DR	JONESBORO	AR
JONES, JEREMY	6001 FREDERRICKS DR	JONESBORO	AR
KENNEMORE, CHARLES, R III	128 BRIARCREST ST	BLYTHEVILLE	AR
LAGOMARCINO, CANDY	1003 EBBERT DR	JONESBORO	AR
LEGGETT, RUSSELL	337 BEVILL AVE	BLYTHEVILLE	AR
LUTES, CHRIS	1100 ROBIN RD	JONESBORO	AR
MCGLAUGHLIN, MIKE	1912 DURANGO CV	JONESBORO	AR
MCPHEARSON, CALLIE	34 GREENE RD 626	PARAGOULD	AR
MEARS, TRAVIS	802 SHERWOOD OAKS CV	JONESBORO	AR
MINTON, ANTHONY	2313 SEA ISLAND DR	JONESBORO	AR
MINTON, NOAH	2313 SEA ISLAND DR	JONESBORO	AR
MITCHELL, CHUCK & TINA	3807 SAWGRASS DR	JONESBORO	AR
MOERY, PETE	123 AARON DR	WYNNE	AR
MONTGOMERY, KALEB & JEESSICA	299 GREENE 719 RD	PARAGOULD	AR
MULLINS, LESLIE	5302 SOUTHWEST DR	JONESBORO	AR
NEILL, CHAD	4200 FRIENDLY HOPE RD	JONESBORO	AR
NICHOLS, BRIAN	26503 SULLIVAN RD	TRUMANN	AR
NICHOLS, REBEL	517 WEST JOHNSON	OSCEOLA	AR
OAKES, DAVID	297 CHIPMAN LN	MANILA	AR
OSMENT, RAY	1101 ROBIN RD	JONESBORO	AR
PARKER, BILLY	1007 VILLA DR	JONESBORO	AR
PERRY, KELLY	15 CR 7822	JONESBORO	AR
PERSON, BARRETT	2237 MASTERS DR	JONESBORO	AR
PRICE, TUCKER	4800 RESERVE BLVD APT. D	JONESBORO	AR
PURYEAR, CHRIS	1716 MURRY CREEK DR	JONESBORO	AR
RAPERT, ABIGAIL	2500 DAVIS DR	JONESBORO	AR
RAPERT, JEB	3071 W. CR 538	MANILA	AR
RAPERT, JERRY	1200 FALLS STREET	JONESBORO	AR
REES, MARK	3808 WOLFCHASE	JONESBORO	AR
RHODES, TODD	2110 GREENWOOD ST	JONESBORO	AR
ROBIN QUICK	5517 PACIFIC DR	JONESBORO	AR
ROGERS, BLAKE & SHANDA	3508 CEDARCREEK CV	JONESBORO	AR
ROME, SCOTT & TIFFANY	5227 PROVIDENCE CR	JONESBORO	AR
ROSS, BILL	4505 CLUBHOUSE DR	JONESBORO	AR
SHACKLEFORD, LANCE	3100 BARRINGTON CR	JONESBORO	AR
SHINALL, MISTY	4705 ANTOSH CR	JONESBORO	AR
SHULTE, BETH	1004 LAYMAN DR	JONESBORO	AR
SISK, LANCE	2200 PETERSON RD	WYNNE	AR
SKOOG, B'JORN	126 NORTH 7TH ST	PARAGOULD	AR
SMITH, BRIAN	512 MELTON CR	JONESBORO	AR
SMITH, CARMEN	3814 PEBBLE BEACH	JONESBORO	AR

SPENCER, HIDDA	3860 BRIDLEWOOD DR	JONESBORO	AR
STANLEY, BILL	1110 ROBIN RD	JONESBORO	AR
STARKES, TIM	3121 SOUTHERN HILLS LN	JONESBORO	AR
TAYLOR, JACKSON	3709 RIVEIERA DR	JONESBORO	AR
TAYLOR, SHANE & STEPHANIE	3709 RIVEIERA DR	JONESBORO	AR
TRICARICO, STEVE	1300 TERRACE CT	JONESBORO	AR
TURLEY, AARON	4201 LOCHMOOR COVE	JONESBORO	AR
MIKE TURLEY	4206 ROYAL OAK COVE	JONESBORO	AR
WEBB, MIKE	1108 OAK MEADOW BLVD	JONESBORO	AR
WHEELER, SONGA	223 SOUTH MAIN APT. C	JONESBORO	AR
WILLETT, JASON	1804 STARLING	JONESBORO	AR
WILLIE, MATT	2212 QUARRY CV	JONESBORO	AR
WINTERS, NASH	4310 MAKALA LN	JONESBORO	AR
WOODARD, RANDY	1209 E. COUNTRY CLUB RD	JONESBORO	AR

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
SHJ Holdings, INC., dba THE DEN-ZONE of  
Jonesboro, Arkansas**

I, the undersigned, under and pursuant to the provisions of the laws of the State of Arkansas, on **March 19th, 2025**, at a meeting duly called by the Members and the Board of Directors of SHJ Holdings Inc. and the Members and the Board voted to unanimously waive any and all notice requirements and voted unanimously to amend and restate the Articles of Incorporation in their entirety as follows:

FIRST: The name of this Corporation shall be SHJ Holdings, INC., dba, THE DEN-ZONE of Jonesboro, Arkansas.

SECOND: This Corporation is a mutual benefit corporation.

THIRD: The period of existence of this Corporation shall be perpetual.

FOURTH: The Corporation will have on (1) class of members and a nominal membership fee may be charged if desired by the Board of Directors.

FIFTH: This Corporation is organized as a nonprofit corporation and exists for the purpose of common recreational, social, community hospitality and benevolent purposes, including but not limited to supporting 501(c)(3) entities and charitable activities in Craighead County, Arkansas and conducting all activities related thereto not otherwise prohibited by law.

SIXTH: The Corporation shall have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Arkansas and all powers and rights incidental to carrying out the purposes for which this Corporation is formed, except such as are inconsistent with the express provisions of the Act under which this Corporation is incorporated, and the enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers conferred on this Corporation by the laws of the State of Arkansas.

SEVENTH: The Corporation shall not have, or issue shares of stock and no dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors, or officers. The Corporation may pay reasonable compensation to its directors and officers. The Corporation may make reimbursement to its members, directors, officers, and employees for expenses incurred in attending to their authorized duties. All such expenses shall be evidenced by receipt or other proper documentation.

EIGHTH: Upon dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets exclusively and consistently with the purposes set forth in Paragraph FIFTH.

NINTH: The principal office or place of business of this Corporation shall be located at 2605 A Street, Jonesboro, AR 72401.

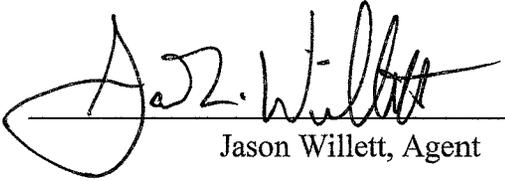
TENTH: The name and address of the registered agent of this Corporation is Jerry Rapert, 5517 Pacific Road, Jonesboro, Arkansas 72401.

ELEVENTH: The Board of Directors shall conduct the business of the Corporation. The number of the directors of the Corporation shall be not less than three (3) no more than five (5). Their terms of office shall be one (1) year. The Board of Directors shall have the direction of the affairs of this Corporation.

TWELFTH: The names and addresses of all the original incorporators and initial directors were set forth in the original Articles filed on the 27<sup>th</sup> of February 2018.

THIRTEENTH: The members and the Board of Directors of this Corporation may amend these articles. Unless notice is waived, the Corporation shall provide seven (7) days written notice of any meeting of the members and the Board of Directors at which an amendment is to be voted upon. The notice must state that a purpose of the meeting is to consider a proposed amendment to the Articles, and the notice must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by the required members and directors in office at the time the amendment is adopted.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 19th day of March 2025.



Jason Willett, Agent

**BYLAWS  
OF  
SHJ Holdings, INC., dba THE DEN-ZONE of  
Jonesboro, Arkansas**

**ARTICLE I. OFFICES**

The principal office of Corporation in the State of Arkansas shall be located at 2605 A Street in the City of Jonesboro, County of Craighead. The Corporation may have such other offices, within the State of Arkansas, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**ARTICLE II. MEMBERS**

SECTION 1. Number and Qualifications. The Corporation shall have one class of Members. Additional Members may be approved by any representative of the Corporation designated by the Board of Directors to do so.

SECTION 2. Annual Meeting. An annual meeting of the Members shall be held in March of each year. If the day is a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. The purpose of the meeting shall be for the Members to elect Directors and for the transaction of such other business as may be necessary from time to time. If the election of Directors shall not be held on the day designated for any such meeting, or at any adjournment thereof, the Members shall cause the election of Directors to be held at a special meeting of the Members as soon thereafter as convenient. There shall be a minimum of one (1) regular meeting of the Members each year.

**ARTICLE III. BOARD OF DIRECTORS**

SECTION 1. General Powers. The affairs, activities and operation of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than (5). The Directors shall be elected by the members of the Corporation at its annual meeting. Each Director shall hold office for a term of one (1) year.

SECTION 3. Regular Meetings. An annual meeting of the Board of Directors shall be held in November of each year, for the purpose of electing officers and for the transaction of

such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any such meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter as conveniently may be. The time and place of additional regular meetings may be fixed by resolution of the Board. If the day fixed for a regular meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. There shall be a minimum of one (1) regular meeting of Board of Directors each year.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director or the President. The person or persons authorized to call special meetings of the Board of such person or persons.

SECTION 5. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority number of Directors specified in Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 7. Manner of Acting. The affirmative vote of a majority of the Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action taken under this Section 8 shall be effective when the last Director has signed the consent, unless the consent specifies a different effective date, which effective date shall control. A consent delivered by facsimile transmission shall constitute

a valid signed consent. A consent signed under this Section 8 has the effect of a meeting vote and may be described as such in any document.

SECTION 9. Telephonic and Zoom Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board of committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear or see each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 10. Removal of Directors. A Director may be removed with or without cause by the vote of a majority of the Directors present at a meeting which is called for the purpose of removing a Director and for which the meeting notice states that the purpose or one of the purposes of the meeting is removal of a Director.

SECTION 11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until the selection, nomination, and confirmation of a successor Director in accordance with Article III, Section 2, whichever occurs first. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election by the Directors.

#### **ARTICLE IV. OFFICERS**

SECTION 1. Number. The officers of the Corporation may be President, a Vice-President, and a Secretary - Treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Directors at the annual meeting of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until the officer's death, resignation, or removal in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President may be a Director and shall be the principal executive officer of the Corporation, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed, and the President shall in general perform all duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. In the absence of the President or in event of his death, inability, or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Directors and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (C) provide a report on the financial condition of the corporation at the annual meeting of the Directors and at such other times as may be requested by the Board of Directors; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

## ARTICLE V. COMMITTEES

SECTION 1. Establishment. The Board of Directors from time to time may establish, instruct, and discharge one or more committees of the board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board of Directors shall consist of one or more Directors each of whom shall serve at the pleasure of the Board of Directors. The creation of each committee and the appointment of members shall be approved by the Board of Directors acting in any manner permitted under Article III of these Bylaws.

SECTION 2. Powers. The board of Directors may delegate such of its powers as it deems necessary to such committees as it may from time to time establish; provided, however, that a committee of the Board may not (i) authorize distributions; (ii) approve the dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporations assets; or (iv) adopt, amend or repeal the articles or bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board of Directors, subject to the restriction contained in the Articles of Incorporation or these bylaws.

SECTION 3. Meetings and Action. The provisions of Article III of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of each committee and its members. Pursuant to those provisions, the chair of each committee shall fix the time and place of its meetings, shall provide for the recording of minutes of committee meetings, and shall promptly report the committee's actions and recommendations to the Board of Directors. If the committee chair is unable or otherwise fails to perform those duties, the Chairman of the Board of Directors may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. The members of the committee shall consist of the President of the Corporation and other members appointed by the Board of Directors of the Corporation. The Executive Committee may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as allowed under the Arkansas Nonprofit Corporation Act of 1993. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board of Directors at each regular meeting of the Board.

## ARTICLE VI. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Mandatory Indemnification. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any Director or officer and his or her estate or personal representative who is successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer is a party by virtue of his or her status as a Director or officer of the Corporation.

SECTION 2. Permissible Indemnification. Pursuant to A.C.A. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify a Director or officer made a party to a proceeding by virtue of his or her status as a Director or officer, against liability incurred in the proceeding if the following conditions are met: (1) the Director or officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Director or officer had reason to believe that his or her conduct was in the best interests of the corporation; and (3) in cases of conduct not in his or her official capacity, the Director or officer had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. Prohibition of Indemnification in Certain Cases. The Corporation shall not indemnify a Director or officer in connection with any proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the Director or officer, whether or not involving action in his or her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

SECTION 4. Procedure for Authorizing Indemnification of Directors. Before the Corporation may indemnify any Director pursuant to Section 2 above, a determination must be made that indemnification of a Director is permissible because the Director has met the standards of conduct set forth in Section 2 of this Article. The Board of Directors shall make that determination by a majority vote of a quorum consisting of Directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with A.C.A. § 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding upon

authorization made in accordance with A.C.A. § 4-33-855 and upon satisfaction of all the conditions prescribed in § 4-33-853.

SECTION 5. Insurance. The Corporation may purchase and maintain insurance on behalf of its Directors and officers to insure against liabilities asserted against or incurred by the Corporation's Directors and officers in that capacity or arising from their status as Directors and officers, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article.

SECTION 6. Definitions. The following definitions apply to the indemnification provisions of this Article:

(a) Proceeding. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(b) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(c) Expenses. Indemnification against expenses which is mandated or permitted under this Article is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

(d) Ark. Code Ann. All citations in these Bylaws to "Ark. Code Ann." Or to "A.C.A." shall refer to the Arkansas Code of 1987 Annotated, as amended from time by the Arkansas Legislature.

## **ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS**

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be made by the Corporation to its Directors or officers. Any Directors who vote for or assent to the making of a loan to a Director or officer, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for such loan until repayment thereof in accordance with the provisions of the Arkansas Nonprofit Corporation Act of 1993. No loans shall be contracted on behalf of the

Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

#### **ARTICLE VIII. FISCAL YEAR**

The fiscal year of the Corporation shall begin January 1 each year and end on December 31 of each year.

#### **ARTICLE IX. DIVIDENDS PROHIBITED**

The Corporation shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors, officers or members. The Corporation may pay compensation in a reasonable amount to its Directors, officers or members for services rendered, and may reimburse its Directors, officers, members, and employees for expenses incurred in attending to their authorized duties; provided, however, that such expenses shall be evidenced by receipt or other proper document.

#### **ARTICLE X. AMENDMENTS**

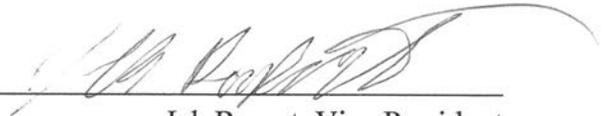
These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that unless the amendments are unanimously adopted by action without a meeting pursuant to Section 8 of Article III hereof or unless notice is waived, the Corporation shall provide seven (7) days written notice to the Directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted and as otherwise required by statute.

**CERTIFICATE**

We, the undersigned, hereby state and certify that the foregoing is a true, correct, and conformed copy of the Bylaws of SHJ Holdings, INC., dba THE DEN-ZONE of Jonesboro, Arkansas duly adopted by the Board of Directors of said organization on the **19th day of March 2025**, and that the same have not been altered, modified, amended, or repealed in any respect and remain in full force and effect on this date.

  
\_\_\_\_\_

Jerry Rapert, President

  
\_\_\_\_\_

Jeb Rapert, Vice President

  
\_\_\_\_\_

Robin Quick, Secretary/Treasurer

## Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name  
SHJ HOLDINGS

Fictitious Names  
CURRY LEAF INDIAN CUISINE

Filing #  
811159454

Filing Type  
Nonprofit Corporation

Filed Under Act  
Dom Nonprofit Corp; 1147 of 1993

Status  
Good Standing

Principal Address  
2110 FAIRPARK BLVD., SUITE A JONESBORO, AR 72401

Reg. Agent  
JASON WILLETT

Agent Address  
1804 STARLING JONESBORO, AR 72401

Date Filed  
02/27/2018

Officers  
SCOTT HUNTER JR, Incorporator/Organizer  
RUCHIK PATEL, Director  
JERRY RAPERT, Director  
RONITH PATEL, Director  
JASON WILLETT, Director  
SURESH PATEL, Director

# STATE OF ARKANSAS



**Cole Jester**

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Cole Jester, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

## **Application for Fictitious Name**

of

**THE DEN-ZONE**

for

**SHJ HOLDINGS**

filed in this office  
March 14, 2025

**In Testimony Whereof**, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 14th day of March 2025.

A handwritten signature in black ink, appearing to read "Cole Jester", is written over a horizontal line.

Cole Jester  
Secretary of State

Online Certificate Authorization Code: 83791567e58afd2419f  
To verify the Authorization Code, visit [sos.arkansas.gov](http://sos.arkansas.gov)





# App. for Fictitious Name for Domestic Nonprofit

## Filing Information

**Entity File Number:** 811159454  
**Alt Entity Type:** DomNonProfitNewCode  
**Entity Name:** SHJ HOLDINGS  
**Fictitious Name:** THE DEN-ZONE  
**File Date:** 2025-03-14 11:31:35  
**Alt Tax Type:** NonProfitCorporation  
**Filing Signature:** JASON WILLETT

**The character of the business being, or to be conducted under such fictitious name:**  
Restaurant private club

## Principal

**First Name:** JERRY  
**Middle Name:**  
**Last Name:** RAPERT  
**Address 1:** 2605 A STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA  
**Phone Number:** 870-838-4251  
**Email Address:** JRAPERT@ONQPROPERTIES.COM

# SHJ Holdings, INC.

## ANNUAL MEETING MINUTES

The following is an account of the minutes taken at the annual meeting held at 5:00 pm, March 18th, 2025, at 1804 Starling, Jonesboro, Arkansas.

1. Members decided to remove Ronith Patel, President; Ruchik Patel, Vice-President; and Suresh Patel, Secretary - Treasurer and elect, and replace with Jerry Rapert, President; Jeb Rapert, Vice-President; Robin Quick, Secretary-Treasurer; and have Jerry Rapert serve as applicant on a private club license to the ABC.

A motion was made by Ronith Patel to elect new officers and have Mr. Rapert apply as permittee. It was seconded by Suresh Patel and passed unanimously.

### 2. Attendees

The following members of SHJ Holdings, Inc. were present:

Ronith Patel, President  
Ruchik Patel, Vice-President  
Suresh Patel, Secretary- Treasurer

### 3. Purpose of Meeting

This meeting was held to:

Remove and replace current officers. Approve Jerry Rapert as an applicant on a private club license to the ABC.

Make a decision regarding the future of SHJ Holdings, Inc. of Jonesboro, Arkansas and make application for a private club permit to be located at 2605 A Street, Jonesboro, AR., 72401, Craighead County, Arkansas.

### 4. Approval of Agenda

The agenda was unanimously approved as distributed.

#### a. Review and Approval of Last Meeting's Minutes

A motion was made by Suresh Patel to approve previous minutes as read and was seconded by Ronith Patel. Motion passed unanimously.

**5. Announcement**

None

**6. Topics of discussion**

**a. Topics and Conclusions**

**b. Topic #1: Make a decision regarding the future of SHJ Holdings, Inc.**

Upon discussing this topic, the following conclusions were made:

Members of the board concluded that SHJ Holdings, INC. is to apply for a private club license to be located at 2605 A Street, Jonesboro, AR., 72401

A motion was made by Ruchik Patel to have SHJ Holdings, Inc. make an application for a private club permit dba The DEN-ZONE. The motion was seconded by Suresh Patel and the motion passed with unanimous approval.

**7. Key Decisions**

Based on the above conclusions the following decisions were made:

**a.** The decision was made to move forward with SHJ Holdings, Inc.'s application for a private club license dba THE DEN-ZONE.

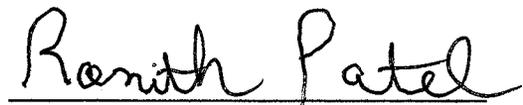
**8. Actions to Be Taken**

It has been unanimously decided to take the following actions:

Proper private club license application documents shall be completed by the board of directors.

**9. Adjournment**

The meeting was adjourned at 5:30pm by Ronith Patel.



Ronith Patel, PRESIDENT

# LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

**THIS AGREEMENT** made in multiple copies and entered between **Arkansas State University, PO Box 600, State University, Arkansas, 72467** herein designated as Landlord, and **SHJ Holdings, Inc dba THE DEN-ZONE of Jonesboro, Arkansas, 2605 A Street, Jonesboro, Arkansas, 72401** 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 herein after stated does hereby lease, demise, and let unto Tenant the following described space:

Approximately 2500 square feet referred to as SHJ Holdings, INC. dba THE DENZONE of Jonesboro, Arkansas, 2605 A Street, Jonesboro, AR., 72401 (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 May 1, 2025, and ending on May 1, 2030.

By occupying the demised premises, the 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 Property Owner cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Property owner shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Property Owner is able to tender the same, Property Owner 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 Property Owner rent for said premises at the rates as follows:

**Year one: \$2,500.00 monthly, \$30,000.00 per year.**

**Years two through five: \$30,000.00 per year.**

One such monthly installment together with a security deposit equal to \$2,500.00 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 daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner 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 Property Owner 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 Property Owner by such event of default.

Following any such application of the security deposit, Tenant shall pay to Property Owner on demand the amount so applied 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 Property Owner transfers its interest in the demised premises during the lease term, Property Owner 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 and private club. 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.** Property owner agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for routine 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 Property Owner break down, or for any cause cease to function properly. Property owner 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 Property Owner on demand such charges as Property Owner may prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Property Owner 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 diligent 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 Property Owner. At the termination of this lease Tenant shall, if Property Owner 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 Property Owner 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 Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful 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 Property Owner. Property owner 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. Property owner 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.** Property owner shall not be liable for, and Tenant will indemnify and save harmless Property Owner from 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 Property Owner 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. Property owner 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 5<sup>th</sup> 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 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, Property Owner 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 Property Owner hereunder or of any damages occurring to Property Owner 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 Property Owner 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 Property Owner 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 Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

18. **SURRENDER OF PREMISES.** No act or thing done by the Property Owner 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 Property Owner.

19. **ATTORNEY'S FEES.** In case Property Owner 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 Property Owner 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 Property Owner unless such waiver be in writing signed by the Property Owner.

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 Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner 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. Property owner agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however, Property owner 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 law's 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 Property Owner at the address herein below set forth, or at such other address as Property Owner 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 Tenants 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, insure 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 Property Owner 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 continued 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.

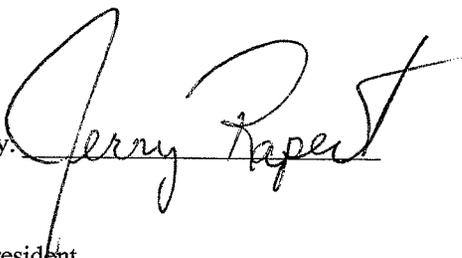
34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

35. **TERMINATION RIGHTS BY LANDLORD.** The Landlord has a right to terminate this Agreement for any reason with 30 days written notice to Tenant.

WITNESS, the signature of the parties hereto in multiple copies, this 1st day of  
May, AD 2025.

TENANT: Jerry Rapert

LANDLORD: Arkansas State University

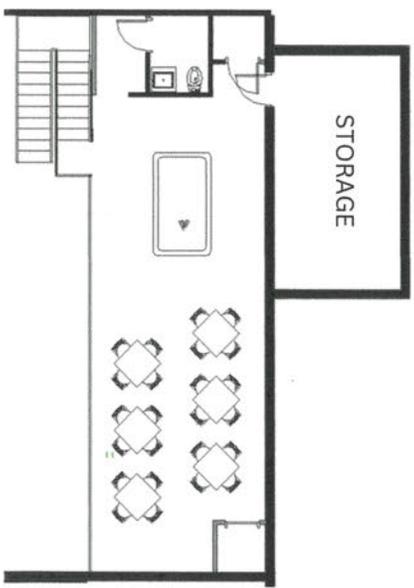
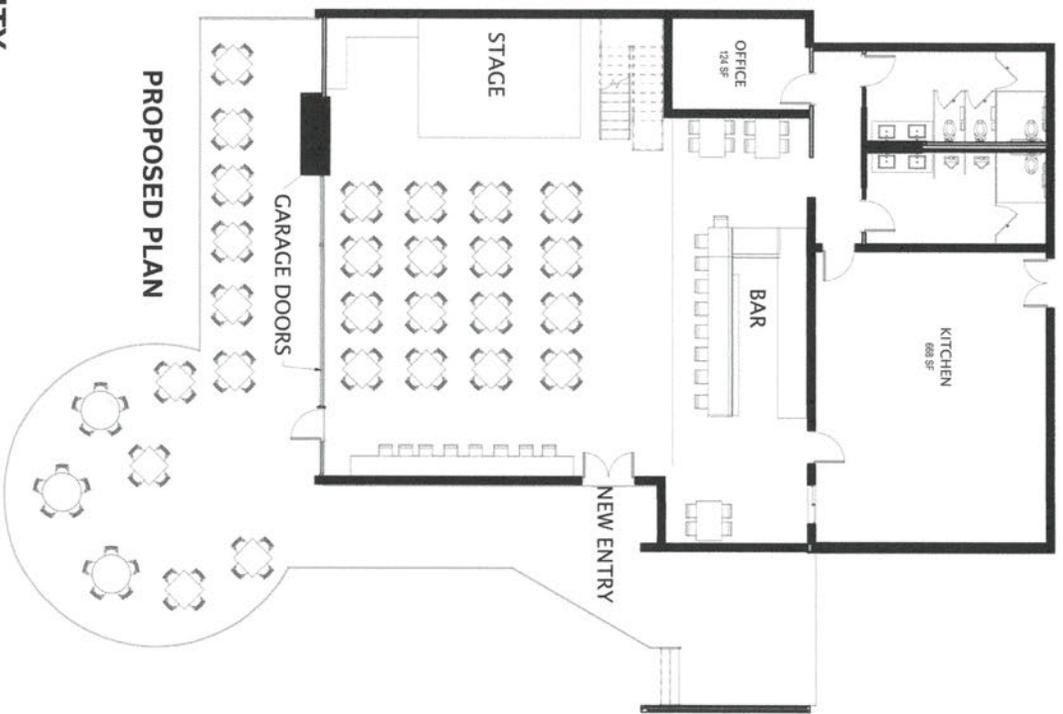
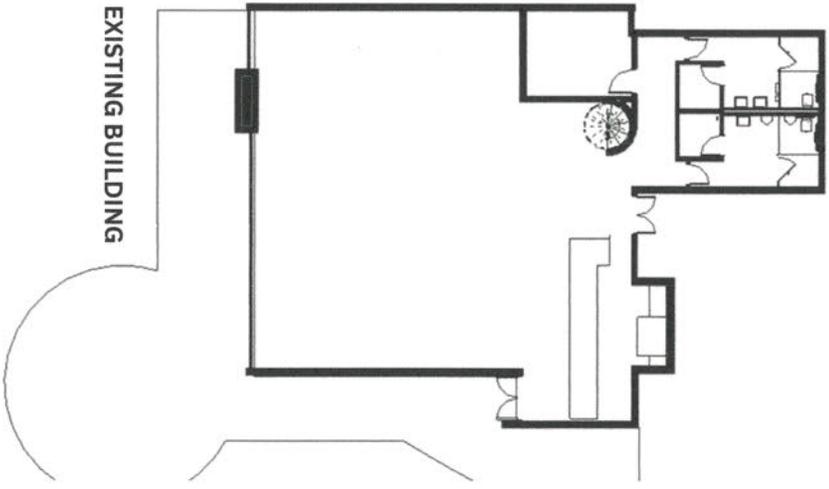
By: 

President

SHJ Holdings dba The Den-Zone of Jonesboro, Arkansas

By: 

Todd Shields, Chancellor



- 68-85 SEATS INSIDE
- 60-90 SEATS OUTSIDE
- KITCHEN SIZED TO EXCEED RED FEATHER EXAMPLE (505 SF)
- BAR SIZED TO RED FEATHER EXAMPLE PROVIDED
- WOMENS RESTROOM INCREASED FROM 1 TO 3 FIXTURES
- RESTROOM ADDED TO MEZZANINE



PAVILION FEASIBILITY



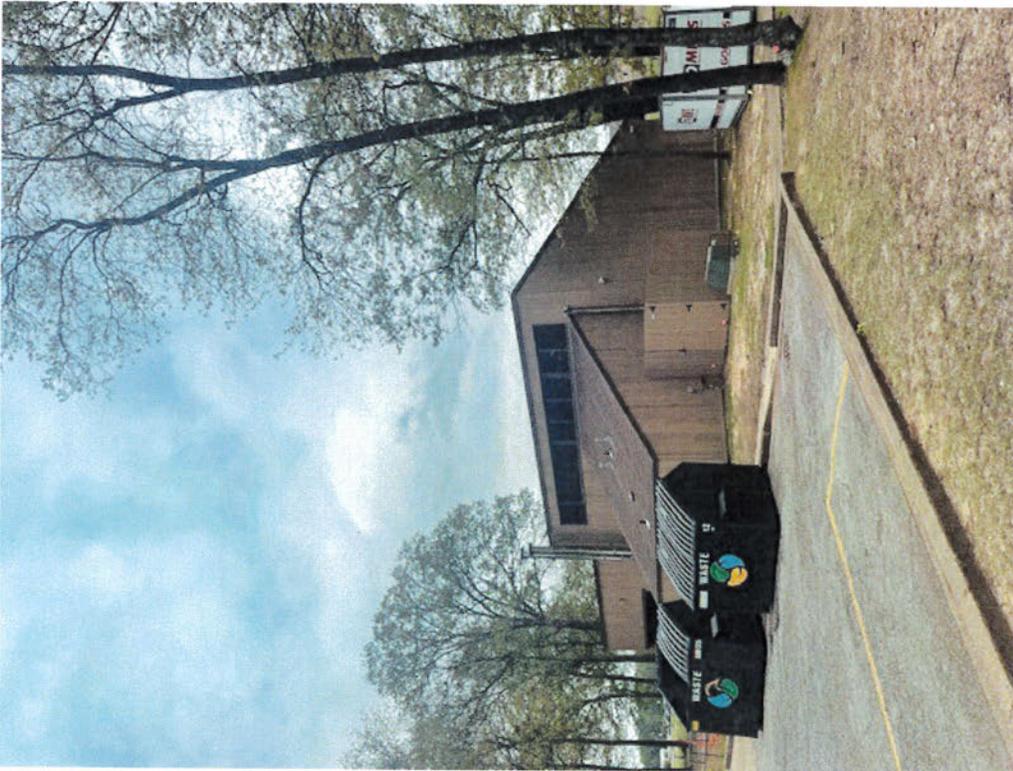
Mail body: Fwd: The Den-Zone Photos

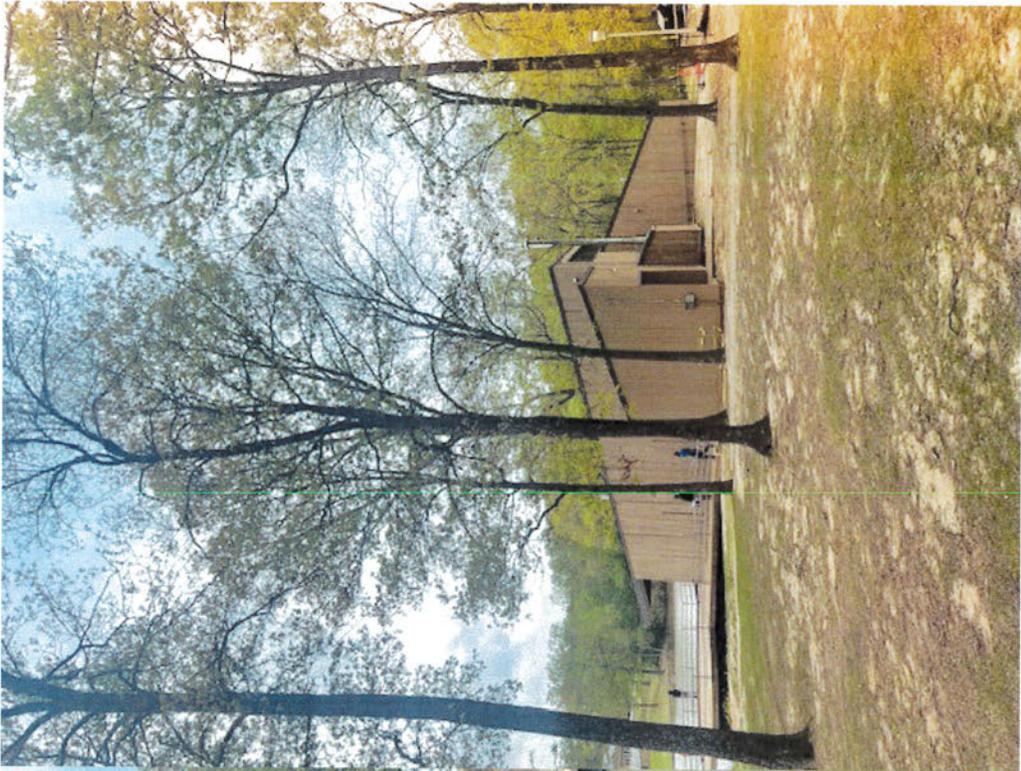
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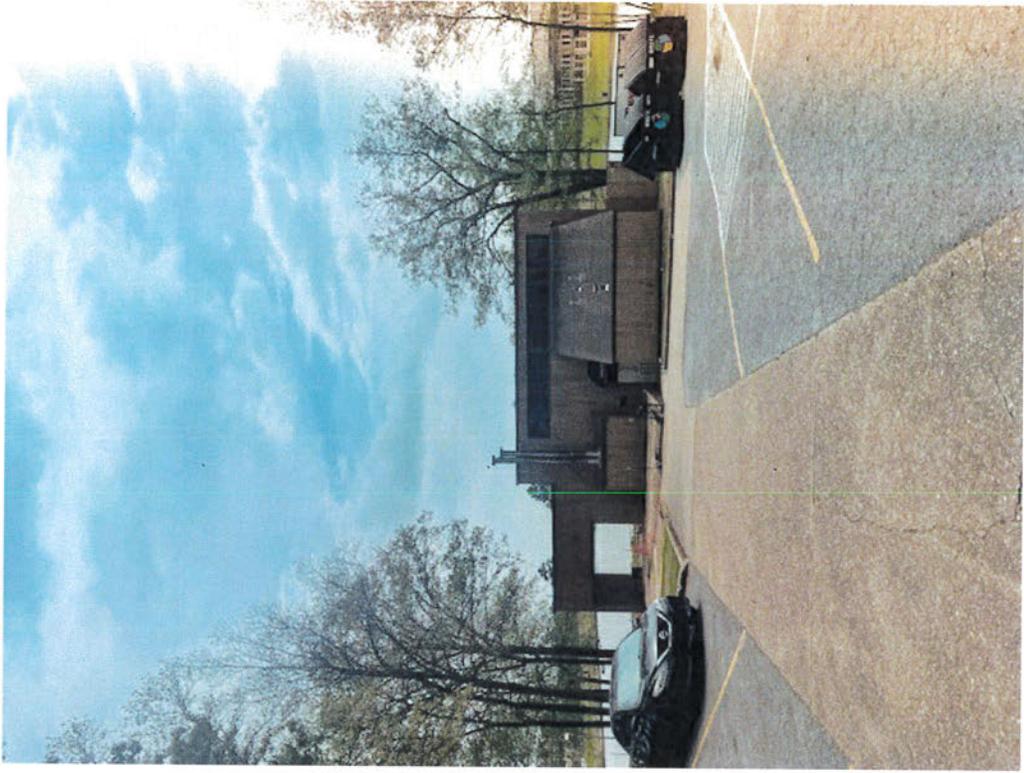
Sent from my iPad

Begin forwarded message:

**From:** jason@willettgroup.com  
**Date:** May 9, 2025 at 2:34:06 PM CDT  
**To:** Jason Willett <jason@willettgroup.com>  
**Subject: The Den-Zone Photos**







# THE DEN-ZONE



## ALL-DAY MENU

### STARTERS

#### **CHEESE FRIES** \$ 10.00 / \$7.50 HALF

Add Bacon \$2.50 | Jalapeños \$1.00 | Chorizo \$2.50

#### **CHICKEN NACHOS** \$ 12.50

Tortilla chips smothered in melted cheddar cheese, topped with marinated chicken breast, pico de gallo, guacamole, and sour cream.

#### **THREE OF A KIND** \$ 7.50

Crispy tortilla chips served with salsa, queso, and guacamole.

#### **WINGS** (6) \$10 / (12) \$15 / (18) \$21

Seasoned Ranch, Sweet Thai Spice, Signature Hot, All served with Ranch or Blue Cheese

#### **FRIED PICKLES/JALAPEÑOS** \$ 8.00

Hand-battered slices, seasoned to perfection.

### BURGERS

#### **THE DEN-ZONE** \$ 7.50

Green leaf lettuce, tomato, red onion, house pickles.

#### **THE FRESHMAN** \$ 8.50

White cheddar, chunky avocado, grilled onions, grilled jalapeños.

#### **THE HOWLER** \$ 9.95

Brisket burger topped with BBQ pork, cheddar-stuffed onion ring, bacon, leaf lettuce, house pickles.

#### **THE MORNING AFTER** \$ 12.50

White cheddar, chorizo, fried egg, grilled jalapeños.

### SANDWICHES & ENTRÉES

#### **CLUB SANDWICH** \$ 12.00

Grilled chicken breast, chunky avocado, bacon, tomato, leaf lettuce, white cheddar, challah bun.

#### **THE TENDERS** \$ 8.50

Crispy chicken tenders served with hand-cut fries. Choice of honey mustard, house BBQ, or ranch.

#### **BBQ PORK PO-BOY** \$ 11.00

Slow-cooked pork, crispy onion strings, garlic slaw, house pickles, chipotle BBQ sauce.

#### **FISH N' CHIPS** \$ 9.75

Beer-battered cod, hand-cut fries, jalapeño tartar sauce, spicy slaw.



### SIDES

#### **FRIES** \$ 4.00

#### **TOTS** \$ 4.00

#### **ONION RINGS** \$ 6.00

### BEVERAGES \$ 2.49

#### **FOUNTAIN DRINKS**

Coke, Diet Coke, Dr. Pepper, Sprite, Root Beer

#### **LEMONADE**

#### **ICED TEA**

#### **COFFEE**

# Annual Report for Domestic Nonprofit Corporation

## Filing Information

**State of Origin:** AR  
**Entity File Number:** 811159454  
**Alt Entity Type:** DomNonProfitNewCode  
**Entity Name:** SHJ HOLDINGS  
**File Date:** 2025-03-13 12:36:45  
**Alt Tax Type:** NonProfitCorporation  
**Tax Year:** 2025  
**Filing Signature:** JASON WILLETT

## Current Registered Agent

**First Name:** JASON  
**Last Name:** WILLETT  
**Address 1:** 1804 STARLING  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA  
**Phone:** 501-200-2211

## Changing Registered Agent to:

**First Name:** JERRY  
**Last Name:** RAPERT  
**Address 1:** 5517 PACIFIC ROAD  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

## Officers

**First Name:** JASON  
**Last Name:** WILLETT  
**Title:** Director  
**Address 1:** 1804 STARLING  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** RONITH  
**Last Name:** PATEL  
**Title:** Director  
**Address 1:** 4201 DON KIRK DRIVE  
**City:** PARAGOULD  
**State:** AR  
**Zip:** 72450  
**Country:** USA

**First Name:** JERRY  
**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 1200 FALLS STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** JEB

**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 2500 DAVIS STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** ABIGAIL  
**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 2500 DAVIS DRIVE  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**Principal**

**Entity Name:** THE DEN-ZONE  
**Address 1:** 2605 A STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

OFFICIAL RECEIPT

Receipt Date 05/30/2025 09:49 AM  
Receipt Print Date 05/30/2025

Receipt # 00262257  
Batch # 00030.05.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 250.00

Detail:  
01-134-0517-00  
Alcohol Application Fee Den z  
one 250.00

-----  
Total 250.00

Payment Information:  
Check 1124 250.00  
Change 0.00

Jerry Rapert  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 06/06/2025 01:38 PM  
Receipt Print Date 06/06/2025

Receipt # 00262593  
Batch # 00106.06.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 105.30

Detail:  
01-000-0150-00  
Proof of Publication 105.30

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Total 105.30

Payment Information:  
Credit Car 8210 105.30  
Change 0.00

SHJ Holdings dba The Den Zone  
Customer #: 000000  
Jason Willett

Cashier: ALCooksey  
Station: ALCOOKSEY

THE CITY OF JONESBORO  
300 S CHURCH ST  
JONESBORO AR 72403  
870-932-3042

06/06/25 1:31 PM  
TERM ID: \*\*\*\*\*705 \*\*\*1  
MANUAL KEYED  
CARD TYPE: MASTERCARD  
ACCT #: \*\*\*\*\*8210

**CREDIT SALE**

REF #: 1671928359 TRAN #: 1809  
AUTH #: 990834  
AVS: Z

DESCRIPTION: \_\_\_\_\_  
AMOUNT USD \$105.30

**APPROVED**

X \_\_\_\_\_  
I AGREE TO PAY THE ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT

MERCHANT COPY



## Text File

File Number: ORD-25:020

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

BE IT ORDAINED by the City Council in the City 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 RESIDENTIAL

TO: "I-2" - GENERAL INDUSTRIAL

For the following described property:

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, CONTAINING 5 ACRES, MORE OR LESS, SUBJECT TO PUBLIC ROAD ALONG THE WEST SIDE THEREOF. SUBJECT TO ASSESSMENTS, BUILDING LINES, EASEMENTS, MINERAL RESERVATIONS AND/OR CONVEYANCES, RESTRICTIONS, AND ANY OTHER MATTERS OF RECORD.

ARKANSAS FILED MAY 21ST, 2024

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 illustration 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.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. This development shall comply with all Planned Development District Standards.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 6/10/25 Date Received: 5/15/25  
Meeting Deadline: 5/19/25 Case Number: R2-25-09

## LOCATION:

Site Address: 4700 Industrial Dr. Jonesboro, AR 72404

Side of Street: E between 4614 Industrial Dr. and 4800 Industrial Dr.

Quarter: NW 1/4 Section: 2 Township: 13N Range: 04E

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: I-2

Size of site (square feet and acres): 216,884 sf 4.97ac Street frontage (feet): 323.38'

Existing Use of the Site: Vacant House and Shop

Character and adequacy of adjoining streets: Minor Arterial and County Road

Does public water serve the site? Yes

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? No.

If not, how would sewer service be provided? Sewer extension connecting at Ingalls Rd.

## Use of adjoining properties:

North Residential / Automotive Business

South Waste water Treatment Facility

East Waste water Treatment Facility

West Waste water Treatment Facility

Physical characteristics of the site: 4.97 acre lot with vacant house and shop  
Flat topography open greenspace trees on boundary.

Characteristics of the neighborhood: Mostly farm land with some residential  
and Industrial

*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?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (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?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (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: Dale Koehn

Address: 1533 CR604

City, State: Jonesboro AR ZIP 72404

Telephone: 870-919-3077

Facsimile: \_\_\_\_\_

Signature: Dale Koehn

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: M<sup>rs</sup> Alister Engineering

Address: 4508 Stadium Blvd. Ste. D

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-931-1420

Facsimile: \_\_\_\_\_

Signature: Megan M<sup>rs</sup> Alister

**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 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.*

# McALISTER ENGINEERING, PLLC

## CIVIL ENGINEERING AND LAND SURVEYING

May 14<sup>th</sup>, 2025

Owner: Mr. Dale Koehn

Contact Information: via email [<koehncontracting@gmail.com>](mailto:koehncontracting@gmail.com)  
via phone [<+1 \(870\) 919-3077>](tel:+1(870)919-3077)

RE: Rezoning Property R-1 to I-2  
4700 Industrial Drive  
Jonesboro, AR 72404  
5.00 acres +/-

To the Metropolitan Area Planning Commission:

In accordance with your request, I am pleased to provide you with the following information for the referenced project.

### **Rezoning Information:**

1. The property was zoned R-1 (Single Family Residential) when it was purchased by the current Owner.
2. The purpose of rezoning the property to I-2 (Heavy Industrial) is to accommodate a shop to park heavy equipment in (dump truck, fork lift, skid steer, etc.) with an attached office. This change in land use will necessitate rezoning the property.
3. If rezoned, the property would be developed into a shop to house an estimated 3-5 construction vehicles with an attached office.
4. The density/intensity of the development would be an approximately 3,000 square foot shop with an attached office for a Construction Business.
5. The proposed rezoning is consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan in that the property is located off of a minor arterial drive and a rural intensity sector.
6. Public interest and community benefits from the proposed rezoning will be continued growth, not only to the area, but also to local businesses.
7. Currently the surrounding areas consist of: One residential property and a Welding and Automotive business across the street while the remaining surrounding area is the City Water and Light Eastside Wastewater Treatment Facility. The addition of a Heavy Industrial Construction Shop and Office would be compatible with the surrounding areas.
8. Substantial reasons why the property cannot be used in accordance with existing zoning would be the use of the property being dedicated to an industrial business, not single-family residential purposes.

9. There would be no significant impact on property value, traffic, drainage, visual appearance, odor, noise, light vibration, hours of use or operation or any restriction to the normal and customary use of the affected property.
10. The property has remained vacant for approximately one year.
11. The proposed rezoning and resulting development would have no significant impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.
12. If the rezoning is approved, development would begin in 4 months to a year's time.
13. A neighborhood meeting for the proposed rezoning has been deemed unnecessary due to no major developmental changes happening after this rezoning and the benefits the business would bring to the surrounding areas and local business community.
14. This application is not for a Limited Use Overlay (LUO).

Sincerely,

Applicant:

Megan McAlister

***McAlister Engineering PLLC.***

4508 Stadium Blvd. Suite D  
Jonesboro, AR 72404

Phone: 870-931-1420

Fax: 870-931-1422

EMAIL: [Megan.mcengr@gmail.com](mailto:Megan.mcengr@gmail.com)



**Certified Mailing Addresses for Rezoning 4700 Industrial Drive**

4713 Industrial Drive, Jonesboro, AR 72404

4719 Industrial Drive, Jonesboro, AR 72404

4707 Industrial Drive, Jonesboro, AR 72404

4800 Industrial Drive, Jonesboro, AR 72404

4614 Industrial Drive, Jonesboro, AR 72404

CARAWAY JONESBORO  
2404 RACE ST  
JONESBORO, AR 72401-9997  
www.usps.com

05/23/2025

04:

TRACKING NUMBERS  
9589 0710 5270 2985 3246 11  
9589 0710 5270 2985 3246 28  
9589 0710 5270 2985 3246 35

TRACK STATUS OF ITEMS WITH THIS QR  
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE  
Tracking number to 28777 (SMS)  
message and data rates may apply

TRACK STATUS ONLINE  
<https://www.usps.com/tracking>  
and e-mail alerts available

PURCHASE DETAILS

Qty Unit Price

Class Mail® 1

Jonesboro, AR 72404  
Weight: 0 lb 0.30 oz  
Estimated Delivery Date  
05/29/2025  
Certified Mail®

Tracking #: 9589 0710 5270 2985  
Affixed Postage  
Affixed Amount: \$0.73

Total

First-Class Mail® 1

Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72403

Postage and Fees \$4.85

- Return Receipt (hardcopy) \$0.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

Sent To  
Calbert Rex + Connie  
Street and Apt. No., or PO Box No.  
411 Greens 931 Rd  
City, State, ZIP+4®  
Paragon AR 72450

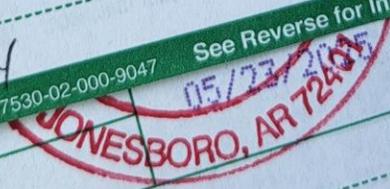
PS Form 3800, January 2023 PSN 7530-02-000-9047  
Street and Apt. No., or PO Box No.  
2003 Vail Dr.  
City, State, ZIP+4®  
Jonesboro AR 72404

PS Form 3800, January 2023 PSN 7530-02-000-9047

Total Postage and Fees \$5.58

Sent To  
City Water + Light Plant  
Street and Apt. No., or PO Box No.  
P.O. Box 1289  
City, State, ZIP+4®  
Jonesboro AR 72403-1289

PS Form 3800, January 2023 PSN 7530-02-000-9047



9589 0710 5270 2985 3245 J12

## U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee \$ <b>14.85</b> Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <b>10.00</b> <input type="checkbox"/> Return Receipt (electronic) \$ <b>10.00</b> <input type="checkbox"/> Certified Mail Restricted Delivery \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Required \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Restricted Delivery \$ <b>10.00</b>	0408 69  Postmark Here  05/19/2025
Postage \$ <b>0.73</b>	
<b>Total Postage and Fees</b> \$ <b>15.58</b>	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2985 3245 29

## U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72401

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Certified Mail Fee \$ <b>14.85</b> Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <b>10.00</b> <input type="checkbox"/> Return Receipt (electronic) \$ <b>10.00</b> <input type="checkbox"/> Certified Mail Restricted Delivery \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Required \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Restricted Delivery \$ <b>10.00</b>	0408 69  Postmark Here  05/19/2025
Postage \$ <b>0.73</b>	
<b>Total Postage and Fees</b> \$ <b>15.58</b>	
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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72401

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Certified Mail Fee \$ <b>14.85</b> Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <b>10.00</b> <input type="checkbox"/> Return Receipt (electronic) \$ <b>10.00</b> <input type="checkbox"/> Certified Mail Restricted Delivery \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Required \$ <b>10.00</b> <input type="checkbox"/> Adult Signature Restricted Delivery \$ <b>10.00</b>	0408 69  Postmark Here  05/19/2025
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9589 0710 5270 2985 3238 67

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
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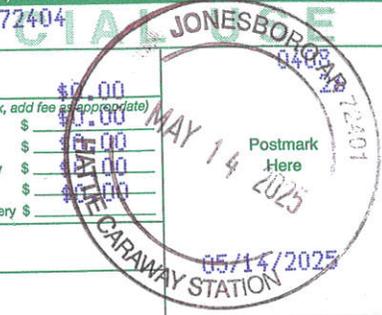
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72404

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.29

Total Postage and Fees \$6.14



Sent To \_\_\_\_\_  
 Street and Apt. No., or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4® \_\_\_\_\_

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2985 3238 74

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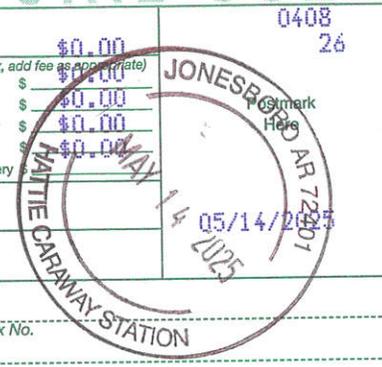
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72404

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY AT LAW

# Warranty Deed

(Single Person)

KNOW ALL MEN BY THESE PRESENTS:

That I, **Cheryl J. Counce**, a single person, widow of **C.E. Counce**, deceased, Grantor, for and in consideration of the sum of **\$150,000.00**, and other good and valuable considerations to me in hand paid by the Grantee the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Koehn Contracting L.L.C.**, Grantee, and unto its successors and assigns forever, the following described land situated in the County of **Craighead**, State of **Arkansas**, to-wit:

The North Half of the South Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 2, Township 13 North, Range 4 East, containing 5 acres, more or less, subject to Public Road along the West side thereof.

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

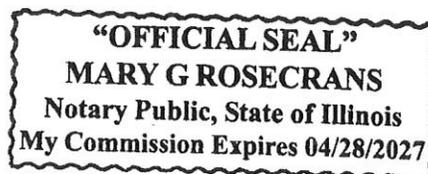
NOTE: C.E. Counce died December 18, 2023.

To have and to hold the same unto the said Grantee and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And I hereby covenant with said Grantee, that I will forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS my hand and seal on this 21<sup>st</sup> day of May, 2024.

X Cheryl J. Counce  
Cheryl J. Counce



Warranty Deed - Single



ACKNOWLEDGMENT

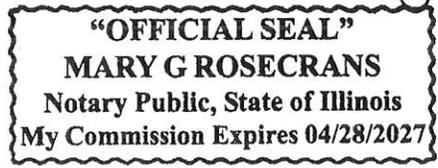
STATE OF Illinois  
COUNTY OF Tazewell

Be it remembered, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person the within named **Cheryl J. Counce, a single person, widow of C.E. Counce, deceased**, to me personally well known to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In testimony whereof I have hereunto set my hand and official seal this 21<sup>st</sup> day of May, 2024

x Mary G Rosecrans  
Notary Public

My Commission Expires: 4/28/27



I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Dan Koehn  
Koehn Contracting L.L.C.

Mailing Address: 1533 CR 604, Jonesboro AR 72404



STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 24-1798

**Grantee:** KOEHN  
**Mailing Address:** ~~KOEHN~~ CONTRACTING L.L.C.  
1533 COUNTY ROAD 604  
JONESBORO AR 724048120

**Grantor:** CHERYL J. COUNCE  
**Mailing Address:** 104 COBBLESTONE LN  
EAST PEORIA IL 616113401

**Property Purchase Price:** \$150,000.00  
**Tax Amount:** \$495.00  
**County:** CRAIGHEAD  
**Date Issued:** 05/23/2024  
**Stamp ID:** 8878080

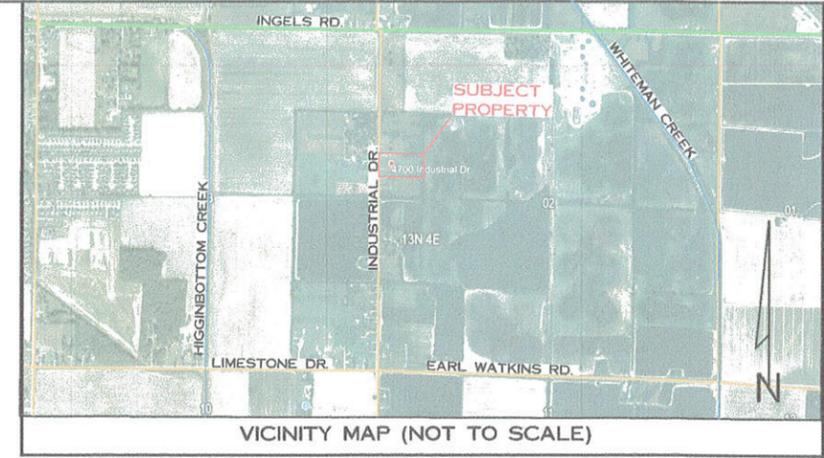
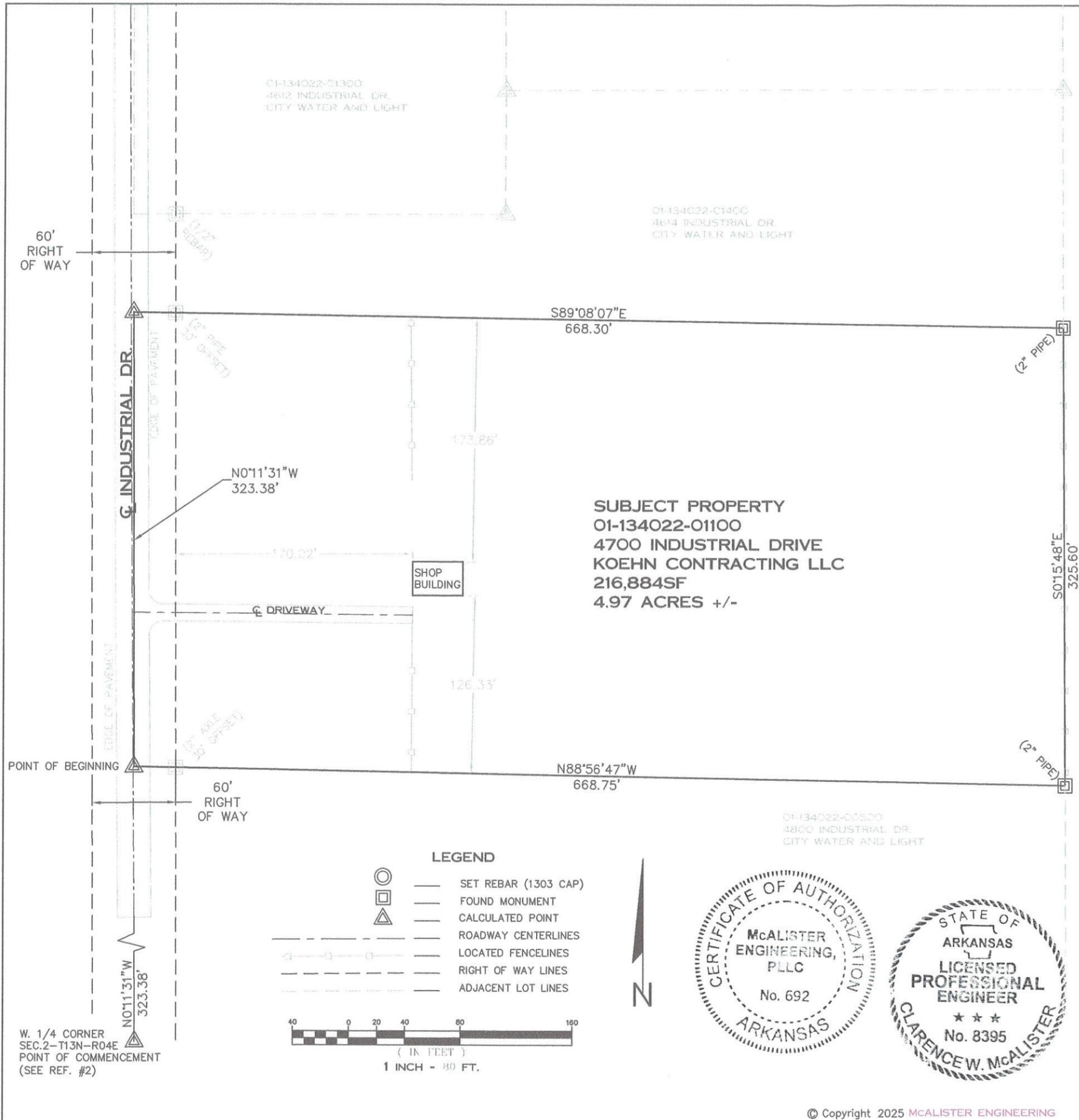
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): KOEHN CONTRACTING L.L.C.

Grantee or Agent Name (signature): *Nix Title as agent* Date: 5/23/24

Address: 1533 COUNTY ROAD 604

City/State/Zip: JONESBORO AR 724048120



**NOTES:**

1. CLIENT: KOEHN CONTRACTING
2. BASIS OF BEARING -GPS OBSERVATION, NAD83, THIRD ORDER CLASS ARKANSAS SPC NORTH ZONE.
3. PROPERTY NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN BY FEMA FIRM MAP NUMBER 05031CO267D EFFECTIVE DATE 9-26-2024
4. THIS PLAT REFLECTS THE PROPOSED REZONING OF THE SUBJECT PROPERTY FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO I-2 (HEAVY INDUSTRIAL) AS REQUESTED BY THE PROPERTY OWNER.

**REFERENCE:**

1. WARRANTY DEED COUNCE TO KOEHN CONTRACTING LLC DATED 5-23-2024 FILED FOR RECORD AS DOCUMENT 2024R-009308 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.
2. PLAT OF SURVEY FOR WALTER MORTGAGE BY ARCHER ENGINEERING, P.A.DATED 7-02-2007, FILED FOR RECORD IN PLAT BOOK I, PAGE 173 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.

**REVISED DESCRIPTION:**

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST QUARTER CORNER OF SAID SECTION 2, THENCE N0°11'31"W 323.38 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING, CONTINUE THENCE N0°11'31"W 323.38 FEET TO A POINT, THENCE S89°08'07"E 668.30 FEET TO A POINT, THENCE S0°15'48"E 325.60 FEET TO A POINT, THENCE N88°56'47"W 668.75 FEET TO THE POINT OF BEGINNING CONTAINING SOME 4.97 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

**OWNER'S CERTIFICATION**

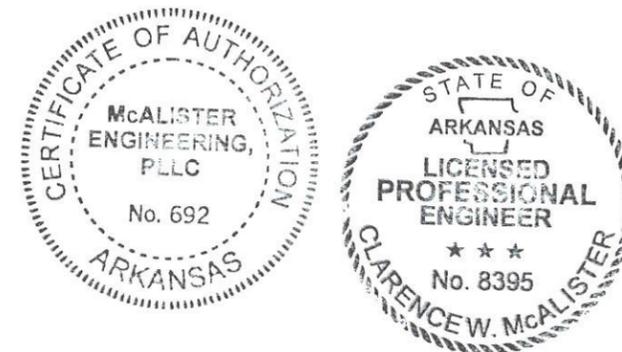
I DAVE KOEHN, AS AUTHORIZED REPRESENTATIVE OF KOEHN CONTRACTING LLC, THE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON, DO HEREBY REQUEST THE REZONING OF THIS PROPERTY FROM (R-1) TO (I-2)

*DAVE KOEHN*  
DALE KOEHN, KOEHN CONTRACTING LLC,

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE DESCRIBED LANDS IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*CLARENCE W. McALISTER*  
CLARENCE W. "MAC" McALISTER, PS1303



<b>REZONING PLAT</b>	
N.1/2 OF THE S.1/2 OF THE W.1/2 OF THE SW1/4 OF THE NW1/4 SEC. 2 -T13N-R04E 4700 INDUSTRIAL DRIVE JONESBORO, ARKANSAS	
<b>McALISTER ENGINEERING,</b> CIVIL ENGINEERING AND LAND SURVEYING	DRAWN BY: TM    CHECKED BY: CM SCALE: 1" = 80'
CLARENCE W. "MAC" McALISTER, PE, PS	DATE: 2MAY25    FILE: PROJECTS 25 JOB#: 251464029    SHEET 1 / 1 500-13N-04E-0-02-430-16-1303

REZONING REQUESTED  
FOR THIS  
PROPERTY  
Public Hearings to be held  
2nd & 4th Tuesday of Each Month  
Municipal Center  
300 S. CHURCH ST.  
1st Floor  
CALL 870-932-0406  
FOR FURTHER INFORMATION  
CITY OF JONESBORO

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FOR FURTHER INFORMATION  
CITY OF JONESBORO



***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-09, 4700 Industrial Drive**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 10, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 4.97 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “I-2”, general industrial district.

**APPLICANT:** McAlister Engineering, 4508 Stadium Blvd. Ste. D, Jonesboro, AR 72404

**OWNER:** Dale Koehn, 1533 CR 604, Jonesboro, AR 72404

**LOCATION:** 4700 Industrial Drive

**SITE DESCRIPTION:** **Total Size:** Approx. 4.97 acres  
**Street Frontage:** Approx. 323 feet on Industrial Drive

**Existing Development:** Vacant house and shop building.

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Vacant Residential</b>
<b>South</b>	<b>R-1 – Vacant Residential</b>
<b>East</b>	<b>R-1 – Vacant Residential</b>
<b>West</b>	<b>R-1 – Residential and Welding Shop</b>

**HISTORY:** Previously used as residential. The site has been vacant for approximately a year.

## 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 a **Rural Intensity** Growth Sector.

### **Rural Intensity:**

Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

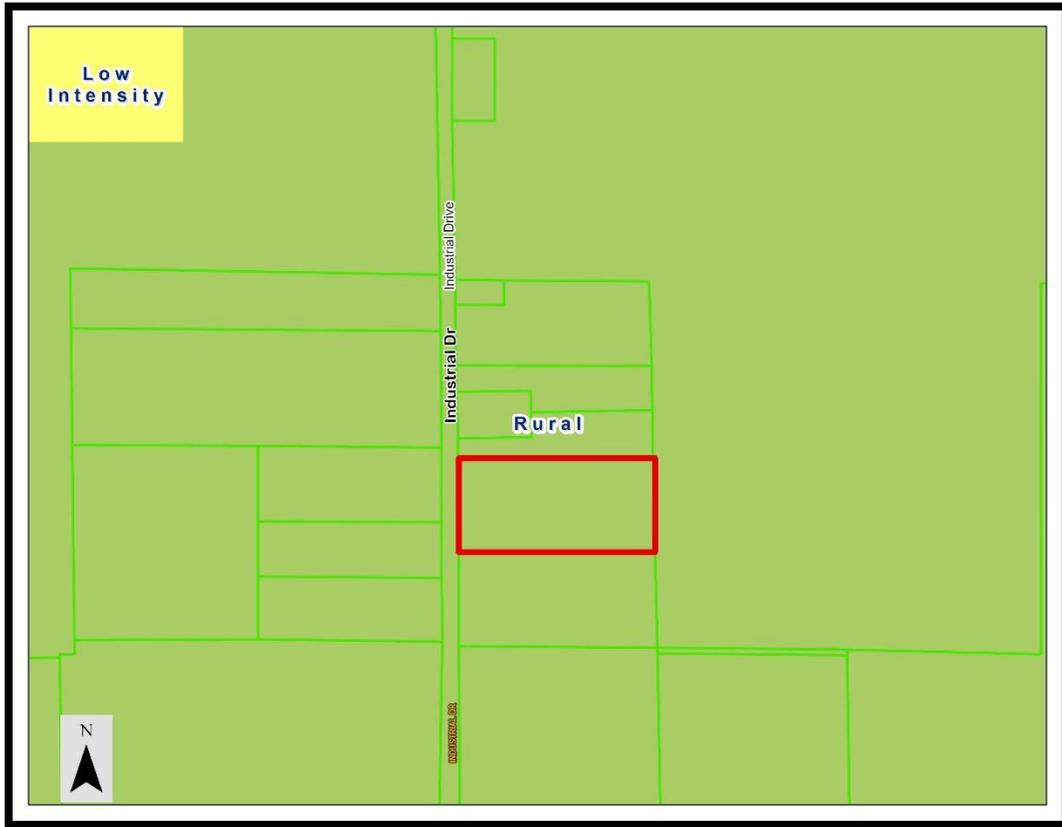
At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

### Typical Land Uses:

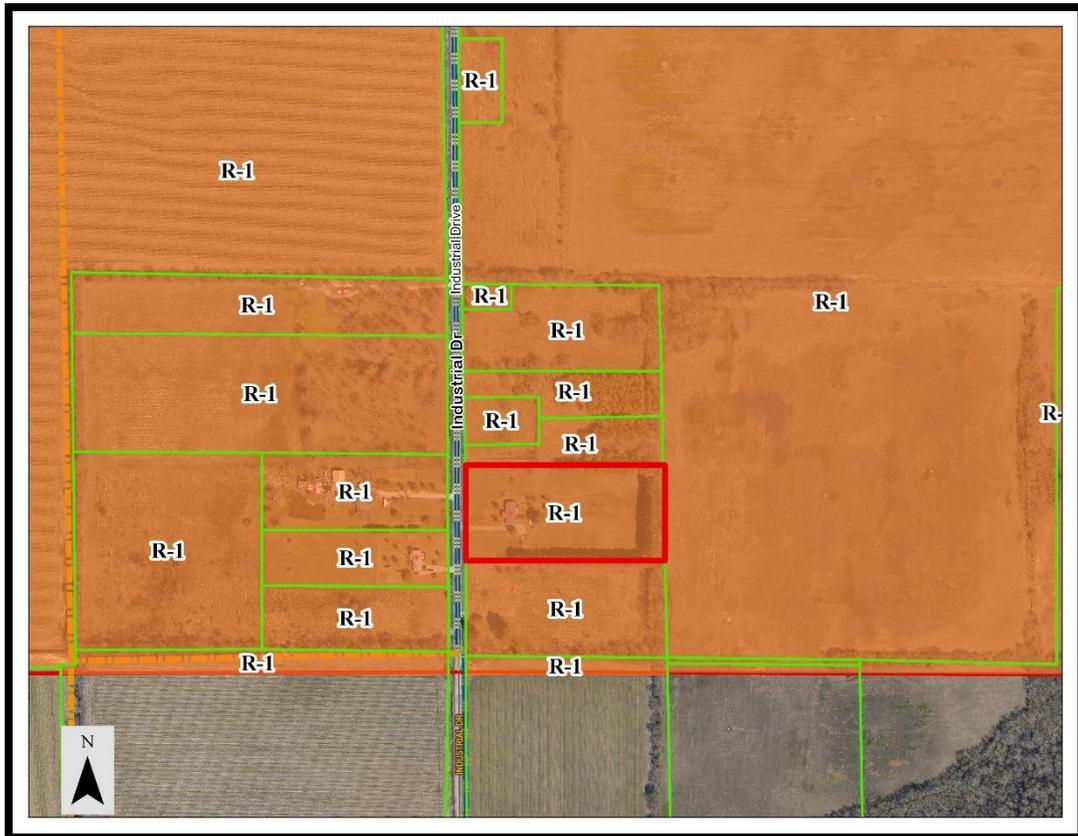
- Large lot single family residential
- Commercial businesses serving agricultural needs
- Small retail to meet needs of local residents
- Convenience store/gas station (at intersections of Collector and above)
- Neighborhood Markets
- Open Space
- Agricultural (Crop/animal)
- Stable or kennel
- Churches
- Institutional (wastewater treatment plants, sludge ponds, water towers, landing strips, cell towers, drainage ways)

Density: Single Family Residential on > 5 acre lots





*Land Use Map*



*Zoning Map*

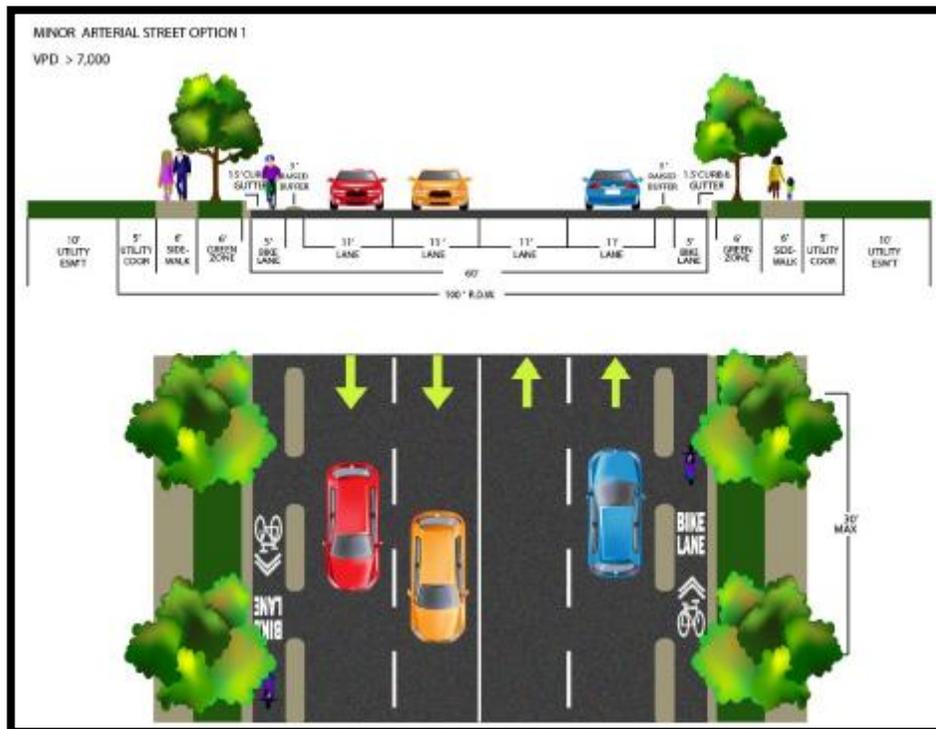
## Master Street Plan/Transportation

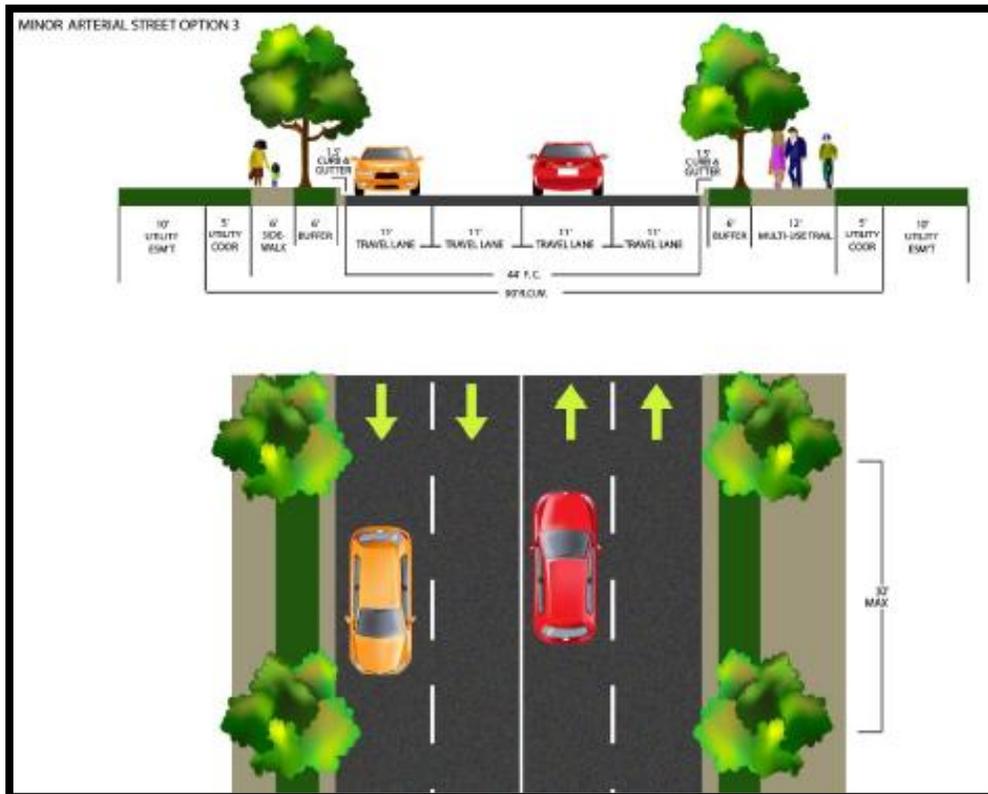
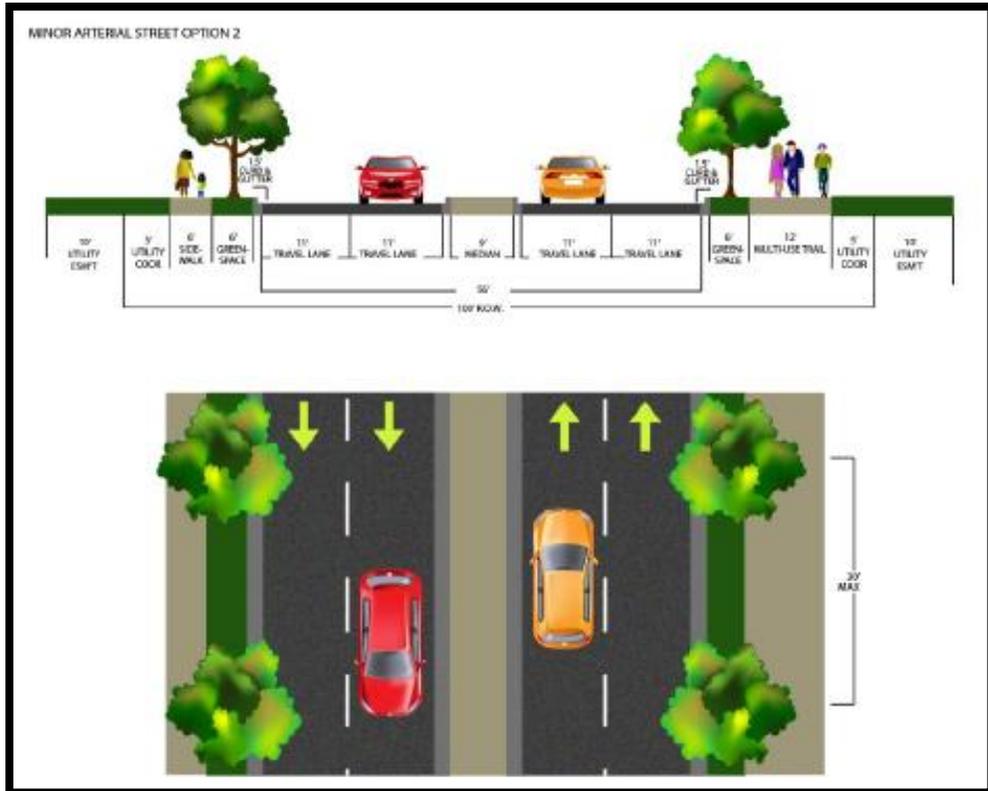
The subject property will be served by Industrial Drive. The Master Street Plan classifies this road as a Minor Arterial.

**Minor Arterials** function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

**FUNCTION:** Minor Arterials provide the connections to and through an urban area. Their primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).





**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all 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
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is not consistent with the Adopted Land Use Plan. The current zoning is not consistent with the Land Use plan either. This property is in the rural intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is not achieved with this rezoning considering the surrounding area is residential zoning.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an industrial use.	
<b>(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;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(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</b>	Minimal impact if rezoned.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines I-2 as follows:

*I-2, general industrial district.* This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

### 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 issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-09; a request to rezone property “R-1”, single family medium density district, to “I-2” general industrial district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-09 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 medium density district, to “I-2” general industrial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/11/2025 03:16 PM  
Receipt Print Date 06/11/2025

Receipt # 00262758  
Batch # 00111.06.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 181.35

Detail:  
01-000-0150-00  
Proof of Publication 4700 Industrial Dr 181.35

-----  
Total 181.35

Payment Information:  
Credit Car 8693 181.35  
Change 0.00

McAlister Engineering  
Customer #: 002044

4508 Stadium Blvd Ste D  
Jonesboro, AR 72404

Cashier: ALCooksey  
Station: ALCOOKSEY

THE CITY OF JONESBORO  
300 S CHURCH ST  
JONESBORO AR 72403  
870-932-3042

06/11/25 3:15 PM  
TERM ID: \*\*\*\*\*705 \*\*\*1  
MANUAL KEYED  
CARD TYPE: VISA  
ACCT #: \*\*\*\*\*8693

CREDIT SALE

REF #: 1730963303 TRAN #: 1847  
AUTH #: 06160G  
AVS: Z

DESCRIPTION: \_\_\_\_\_  
AMOUNT USD \$181.35

APPROVED

X \_\_\_\_\_  
I AGREE TO PAY THE ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT

MERCHANT COPY

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-09, 4700 Industrial Drive**  
**300 S. Church Street/Municipal Center**  
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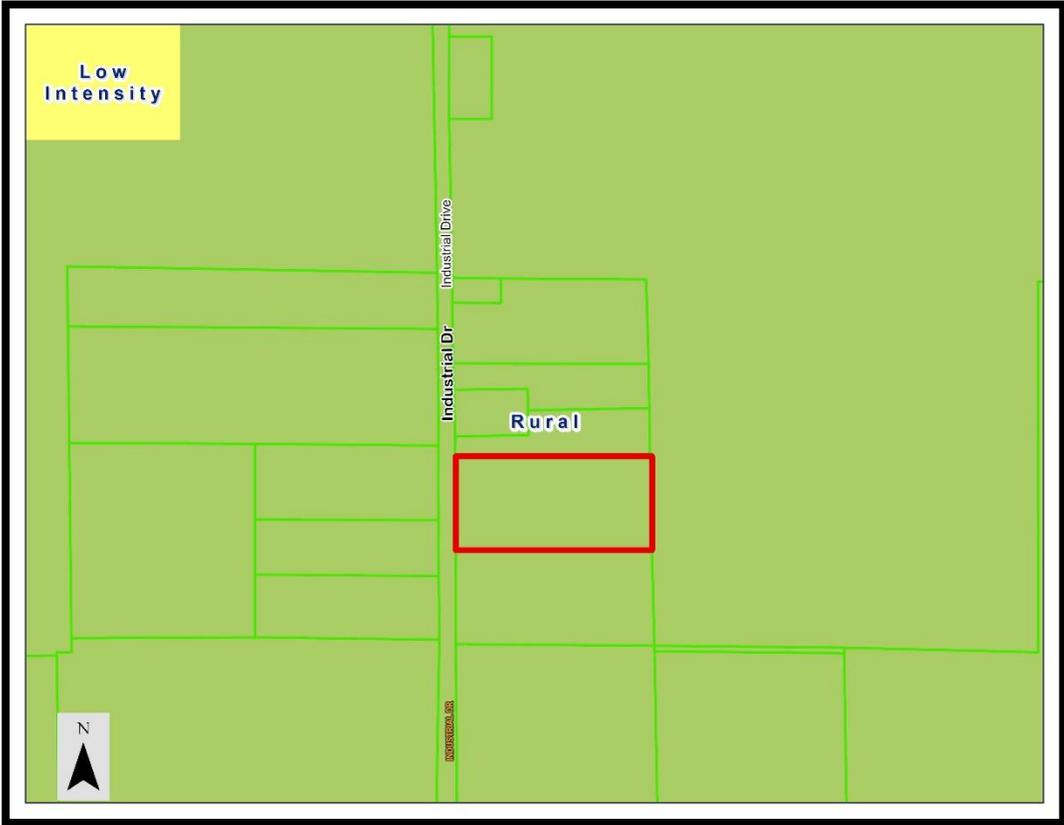
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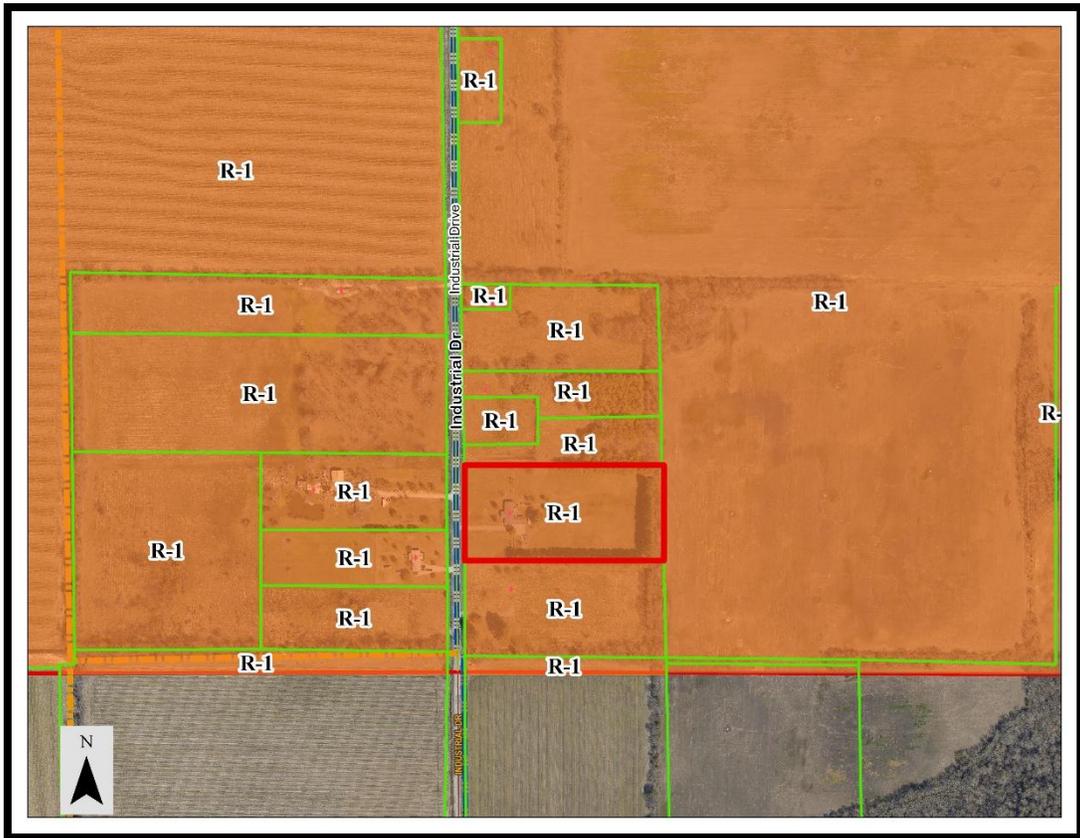
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*Land Use Map*



*Zoning Map*

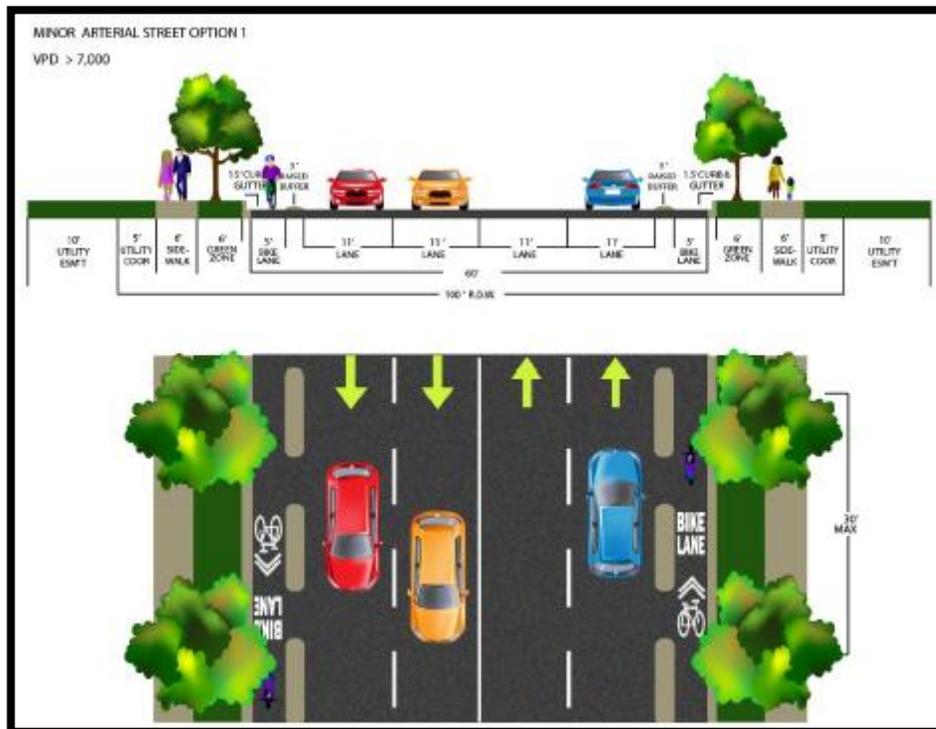
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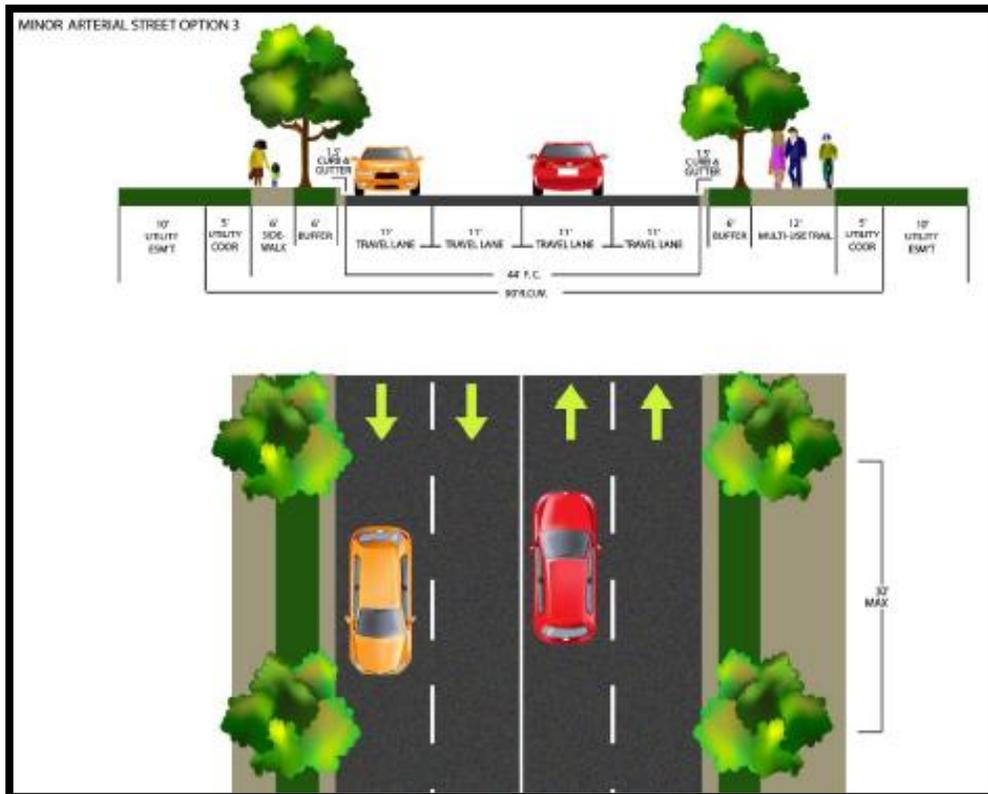
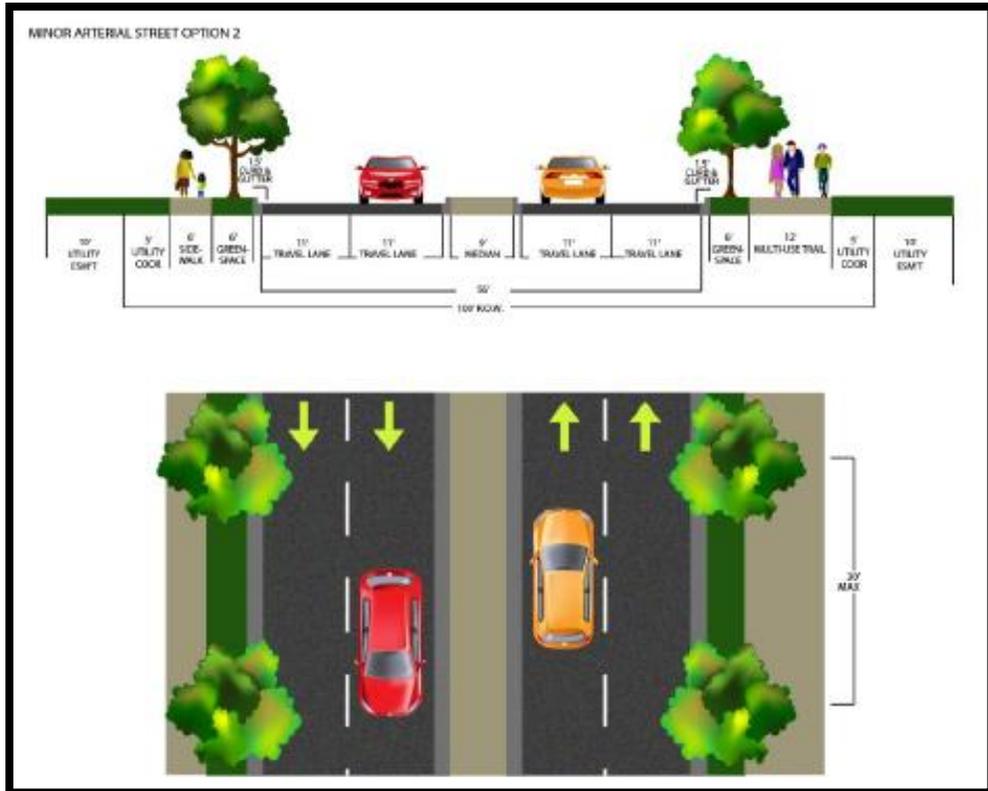
The subject property will be served by Industrial Drive. The Master Street Plan classifies this road as a Minor Arterial.

**Minor Arterials** function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

**FUNCTION:** Minor Arterials provide the connections to and through an urban area. Their primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).





**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all 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
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is not consistent with the Adopted Land Use Plan. The current zoning is not consistent with the Land Use plan either. This property is in the rural intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is not achieved with this rezoning considering the surrounding area is residential zoning.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an industrial use.	
<b>(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;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(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</b>	Minimal impact if rezoned.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines I-2 as follows:

*I-2, general industrial district.* This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

### 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 issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-09; a request to rezone property “R-1”, single family medium density district, to “I-2” general industrial district. The following conditions are recommended:

1. 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.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-09 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 medium density district, to “I-2” general industrial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 10, 2025**  
\*\*\*\*\*

**RZ-25-09      Rezoning: 4700 Industrial Drive**

McAlister Engineering is seeking a rezoning on behalf of Dale Koehn for 4.9 acres located at 4700 Industrial Drive. The current zoning is R-1, single family medium density district and the requested zoning is 1-2, general industrial district.

Lonnie Roberts (Chair): Do we have the proponent for this item?

Megan McAlister (Proponent): Megan McAlister with McAlister Engineering on behalf of Koehn Contracting.

Dale Koehn (Owner): And I'm Dale Koehn the owner.

Lonnie Roberts: City Planner do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir we do. If you look at the approval criteria you'll notice that they're not all green check marks but the reason for that is, because even though that area is kind of industrial already, there is no sewer service to the area. So, when they did the last land use plan they just left that as a rural area because you couldn't get sewer to it at the time. This lot doesn't need sewer. So, it does fit with the area and we are going to recommend approval with the following guidelines, the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. 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. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Alright, with this being a rezoning request is there anyone here from the public who would like to add comments or ask questions regarding this rezoning? If not, I'll open up for commissioner questions or comments.

Paul Ford (Commission): What was your comment about the sewer? That it has sewer now or it doesn't?

Derrel Smith: It still does not, but this lot shouldn't need sewer as large as it is. It can operate on septic.

Paul Ford: I assume it's on septic now.

Derrel Smith: I'm sure it is.

Paul Ford: But with 5 acres it should be perked easy, depending on what's going to be used for there and their water use needs.

Derrel Smith: It shouldn't be a huge water usage. From what I understand it's not going to be a big water user.

Lonnie Roberts: Monroe you had a question?

Monroe Pointer (Commission): Yeah, so you said that's the only one in this area. Because it looks like everything on here is already.

Derrel Smith: No, it's the only one that's zoned I-2 but there's industrial uses going on in the area right now. City Water and Light has property in the area. I think they've got some kind of plan out in that area. Across the street there's more of an industrial use but they're all R-1, I mean they've probably been there forever and so they're considered a legal non-conforming use until they try to make a change.

Monroe Pointer: They would have to go through the same process?

Derrel Smith: They would have to go through the same process yes.

Lonnie Roberts: Any other questions? Commissioners?

**COMMISSION ACTION:**

Mr. Paul Ford made a motion to approve Case RZ: 25-09, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, 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.

The motion was seconded by Jimmy Cooper.

**Roll Call Vote:**

Aye: 7 – Paul Ford, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Monroe Pointer, Jimmy Cooper & Dennis Zolper

Nay: 0

\*\*\*\*\*



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:022

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

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 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

BE IT ORDAINED by the City Council of 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 by the changes in zoning classification as follows:

From: **R-1, Single-Family Medium Density District**  
To: **TC-O, Town Center Overlay**

Land described as follows:

**LEGAL DESCRIPTION:**

TRACT-1: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'13" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'15" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'14" EAST, 105.59 FEET; THENCE NORTH 59°40'11" EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, .66.12 FEET; THENCE, NORTH 63°52'09" EAST, 104.25 FEET; THENCE, NORTH 66°04'13" EAST, 57.50 FEET; THENCE, NORTH 67°46'13" EAST, 52.85 FEET TO A LAG BOLT; THENCE, NORTH 00°58'14" EAST, LEAVING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS,

SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT-2: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'13" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'15" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'14" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61°31'13" EAST, 66.12 FEET; THENCE, NORTH 63°52'10" EAST, 104.25 FEET; THENCE, NORTH 66°04'32" EAST, 57.50 FEET; THENCE, NORTH 67°46'13" EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58'14" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55'11" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°28'15" EAST, 853.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SECTION II:** The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain 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 and the site shall comply with the existing Greensborough Village Town Center Development Guidelines.
4. The development must amend the pattern book prior to approval by the City Council to conform to the 70 percent residential to the 30 percent multi-family ratio for construction as previously approved and design guidelines as provided in the pattern book.
5. Must have a minimum of 50' buffer of existing trees on the west side of the project and parking to the interior of the project.
6. Move 10 acres of multi-family on the northeast corner of Greensborough Village to commercial and then the IO-acre tract on the southeast parcel will be multi-family.
7. No multi-family permits until the sewer permits have been approved by City Water & Light on the 10 acres.
8. Build the 55 plus community as designed by the concept presented.

**SECTION III:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION IV:** 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.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 4/8/25 Date Received: 3/17/25  
Meeting Deadline: 3/17/25 Case Number: RZ-25-08

### LOCATION:

Site Address: Greensboro Road, west of Canera Drive, Greensborough Village

Side of Street: Both between Canera Drive and Virgil Drive

Quarter: Northwest Section: 9 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, Residential Proposed Zoning: TC-O, Town Center Over

Size of site (square feet and acres): 1,449,724 SF / 33.28 Ac. Street frontage (feet): 545'  
- Greensboro Rd

Existing Use of the Site: Vacant, Wooded

Character and adequacy of adjoining streets: Greensboro Road - asphalt (2 lanes )

Does public water serve the site? Yes

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? No, Sewer Extension Required.

If not, how would sewer service be provided? \_\_\_\_\_

### Use of adjoining properties:

North Residential

South Residential and Town Center Overlay

East Town Center Overlay - Greensborough Village

West Residential

Physical characteristics of the site: Wooded

Characteristics of the neighborhood: Residential large lots, wooded areas, Greensborough Village

*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? Residential R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of residential housing for 55+ owners, which is not allowed within current zoning.
- (3). If rezoned, how would the property be developed and used? To develop a residential project.
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Single-Family Attached Housing
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Yes. with the current uses of the neighborhood which includes both residences and commercial developments.
- (6). How would the proposed rezoning be the public interest and benefit the community? It would develop a property that has been vacant for a long period of time to provide a need to area residents.
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Rezoning would be consistent with the current use and character of the area.
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Current zoning is not compatible with the desire and much needed use for the property.
- (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 rezoning should not adversely affect any of the above.
- (10). How long has the property remained vacant? Unknown.
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The impact should be minimal.
- (12). If the rezoning is approved, when would development or redevelopment begin? Within the next 12 months.
- (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.* A neighborhood meeting has not been scheduled due to COVID-19. Meetings have not been done with neighbors.
- (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.

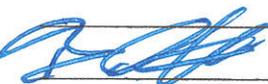
Name: Hammerhead Consulting & Development

Address: 3791 Highway 351

City, State: Jonesboro, AR ZIP 72405

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Signature: 

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ ZIP \_\_\_\_\_

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 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.*

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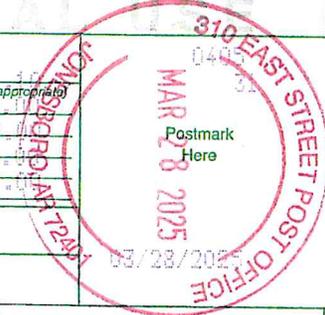
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Street: CHAPARRAL GREENSBOROUGH LLC  
 5545 MURRY AVE FLOOR 3  
 City, State: MEMPHIS TN 38119

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
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Street: RALPH CHESHER  
 1603 ROLESON LN  
 City, State: JONESBORO AR 72404

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Postage	\$0.73
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 1013 PIERCE DR  
 City, State: JONESBORO AR 72405

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
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<b>Total Postage and Fees</b>	<b>\$9.68</b>

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 2912 GREENSBORO RD  
 City, State: JONESBORO AR 72405

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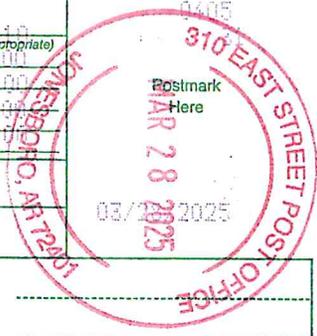
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<b>Total Postage and Fees</b>	<b>\$9.68</b>

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 2720 GREENSBORO RD  
 City, Sta: JONESBORO AR 72405

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

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 Street: GREENSBORO INVESTMENTS LLC  
 2900 BROWNS LN  
 City, Stat: JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 1698 9415 11

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Jonesboro, AR 72401

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To  
 Street: GRANT MCDANIEL  
 1104 OAK MEADOW BLVD  
 City, Si: JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



ELECTRONIC RECORDING  
**2024R-011826**  
CERTIFICATE OF RECORD  
JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
DAVID VAUGHN, CLERK & RECORDER  
07/02/2024 02:03:48 PM  
RECORDING FEE: 35.00  
PAGES: 5

**WARRANTY DEED  
(LLC)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT Stallcup Beta, LLC, an Arkansas limited liability company, hereinafter referred to as "Grantor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Hammerhead Contracting & Development, LLC, an Arkansas limited liability company, hereinafter "Grantee," and unto Grantee's successors and assigns forever the following land, lying in Craighead County, Arkansas, to-wit:

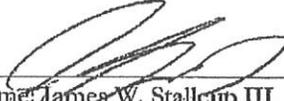
**SEE EXHIBIT A**

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging. Also, Grantor hereby covenants with the said Grantee, that Grantor will forever warrant and defend the title to said lands against all claims.

WITNESS Grantor's hand(s) this the 15<sup>th</sup> day of July, 2024.

Prepared under the supervision of:  
Brian Blackman, PLC  
1450 E. Zion Road, Suite 7  
Fayetteville, AR 72703

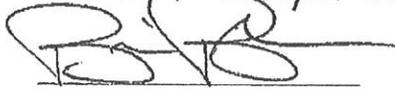
Stallcup Beta, LLC,  
an Arkansas limited liability company

By:   
Name: James W. Stallcup III  
Its: Manager

STATE OF ARKANSAS  
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this day came before me, the undersigned Notary Public, within and for the County aforesaid, duly commissioned and acting, James W. Stallcup III, who stated that he was the Manager of Stallcup Beta, LLC, an Arkansas limited liability company, and that he was to me well known (or satisfactorily proven) to be the duly authorized representative of the Grantor in the foregoing Deed, and acknowledged that he had executed the same for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 1st day of July, 20 24.

  
NOTARY PUBLIC

After recording return to:  
Brian Blackman, PLC  
1450 E. Zion Road, Suite 7  
Fayetteville, AR 72703

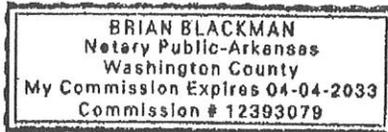


EXHIBIT A

TRACT 1:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 89°35'0211 WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,639.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'1211 WEST, DEPARTING FROM SAID NORTH LINE, A DISTANCE OF 1,975.21 FEET TO A POINT; THENCE NORTH 88°36'5711 WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 53°58'1211 WEST, A DISTANCE OF 418.76 FEET TO A POINT; THENCE NORTH 34°16'4611 WEST, A DISTANCE OF 210.46 FEET TO A POINT; THENCE SOUTH 55°59'2411 WEST, A DISTANCE OF 417.62 FEET TO A POINT; THENCE SOUTH 55°43'14" WEST, A DISTANCE OF 208.70 FEET TO A POINT; THENCE SOUTH 34°16'4611 EAST, A DISTANCE OF 254.74 FEET TO A POINT; THENCE SOUTH 49°50'36" WEST, A DISTANCE OF 37.24 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°54'1311 WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 154.10 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 01°00'5711 EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2,625.70 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4 AFORESAID; THENCE NORTH 01°26'0411 EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 47.10 FEET TO A POINT; THENCE NORTH 89°35'0211 EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND DEPARTING FROM SAID WEST LINE, A DISTANCE OF 988.48 FEET TO A POINT; THENCE SOUTH 00°36'1211 WEST, A DISTANCE OF 47.08 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 89°35'0211 EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 2,297,835 SQ. FT. OR 52.75 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 2:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'32" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO

ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'47" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61 °31 '38" EAST, 66.12 FEET; THENCE NORTH 63°52'09" EAST, 104.25 FEET; THENCE NORTH 66°04'32" EAST, 57.50 FEET; THENCE NORTH 67°46'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE NORTH 00°58'40" EAST, LEA YING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 3:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'32" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'47" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61 °31'38" EAST, 66.12 FEET; THENCE NORTH 63°52'09" EAST, 104.25 FEET; THENCE NORTH 66°04'32" EAST, 57.50 FEET; THENCE NORTH 67°46'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58'40" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55'18" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°28'57" EAST, 853.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS.

ALL TRACTS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD. ALSO SUBJECT TO ALL OIL, GAS AND MINERAL RESERVATIONS OF RECORD.



STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 2024-1165

**Grantee:** HAMMERHEAD CONTRACTING & DEVELOPMENT, LLC  
**Mailing Address:** 534 S MAIN ST  
SULPHUR ROCK AR 725799766

**Grantor:** STALLCUP BETA, LLC  
**Mailing Address:** 260 E DAVIDSON ST  
FAYETTEVILLE AR 727013501

**Property Purchase Price:** \$870,000.00  
**Tax Amount:** \$2,871.00  
**County:** CRAIGHEAD  
**Date Issued:** 07/02/2024  
**Stamp ID:** 863565824

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Professional Title As Agent

Grantee or Agent Name (signature): Kendra Gessett Date: 7-2-2024

Address: 534 S. Main St.

City/State/Zip: Sulphur Rock, AR 72579



April 3, 2025

Mr. Derrel Smith  
Planning Director  
City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

Re: MAPC Request – Hammerhead Contracting – TC-O Request  
2800 & 2809 Greensboro Road  
Jonesboro, Arkansas

Dear Mr. Smith,

On behalf of Hammerhead Contracting & Development, LLC, we are requesting rezoning for property located at 2800 and 2809 Greensboro Road. The property would be rezoned under the Greensborough Village Design Standards – Town Center Overlay. According to the master plan for Greensborough Village, the area north of Greensboro Road is a single-family detached/attached design standard. The proposed rezone would follow this standard. The proposed rezone would also follow the amount of multi-family allowed within the development at no more than 30%. The total rezone acreage is 71.2 acres with 10.4 acres being multi-family – 15%.

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

Brandon Holmes, Owner  
Hammerhead Contracting & Development



**CITY OF JONESBORO  
MAPC PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission will hold a public hearing at the Municipal Building, 300 S. Church, Jonesboro, Arkansas, on:

**TUESDAY, April 8, 2025 AT 5:30 P.M.**

On the agenda for this meeting is a request to the Commission to approve a Zoning Request **on property within 200' of your property**. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision that you feel is unfair or unjust, you have the right to appeal the decision to City Council.

REQUEST BY: Hammerhead Contracting & Development LLC DATE: March 17, 2025

DESCRIPTION OF REQUESTED USE: From existing R-1, Single-Family Medium Density District To TC-O, Town Center Overlay District

LOCATION OF REQUESTED USE: Greensboro Road at Canera Drive

In affixing my signature below, I am acknowledging my understanding of this request for a Zoning. I further understand that my signature only indicates my receipt of notification of the request for a conditional use and does not imply an approval by me or the proposed variance or appeal, unless so written by me to the Commission.

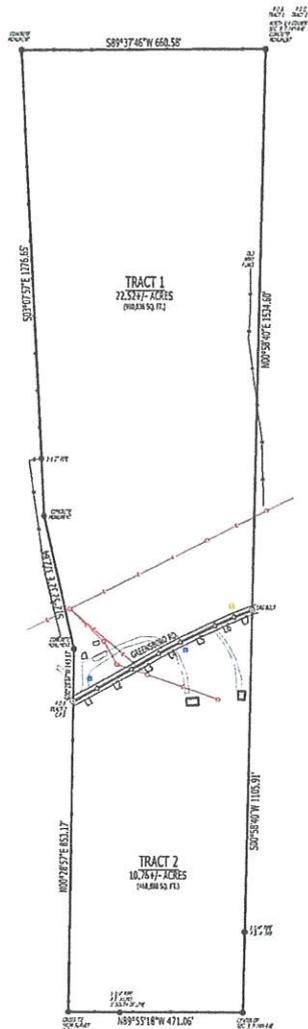
\_\_\_\_\_  
Printed Name of Property Owner within 200'

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church, or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



**LINE TABLE:**

LINE #	DIRECTION	LENGTH
01	N40°52'27\"	73.67'
02	N40°52'47\"	103.37'
03	N5°44'17\"	85.47'
04	N67°21'27\"	86.12'
05	N4°52'27\"	102.27'
06	N4°52'47\"	83.37'
07	N4°44'27\"	133.87'

- LEGEND:**
- ROAD MONUMENT (AS NOTED)
  - SET 1/2\" BEAR W.P.S. 1709 CAP (OR AS NOTED)
  - △ COMPUTED POINT (NOT MONUMENTED)
  - UTILITY POLE
  - M WATER VALVE
  - W WATER METER
  - ◇ FIRE HYDRANT
  - SANITARY SEWER MANHOLE
  - TELECOMMUNICATIONS PEDESTAL
  - GAS METER
  - BOUNDARY LINE
  - - - OVERHEAD ELECTRIC LINE
  - FENCE LINE



VICINITY MAP (N.T.S.)

**LEGAL DESCRIPTION TRACT-1:**

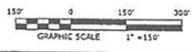
A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CALDWELL COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'45\" WEST, 73.67 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°52'27\" EAST, 103.37 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'27\" EAST, 73.67 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°52'27\" WEST, 143.87 FEET TO A COTTON POLE STAKE IN CALDWELL ROAD; THENCE MEASURING WITH THE CENTERLINE OF CALDWELL ROAD AS FOLLOWS: THENCE NORTH 62°52'27\" EAST, 71.41 FEET; THENCE NORTH 60°12'47\" EAST, 103.59 FEET; THENCE NORTH 5°44'17\" EAST, 85.41 FEET; THENCE NORTH 67°21'27\" EAST, 86.12 FEET; THENCE NORTH 63°21'27\" EAST, 102.27 FEET; THENCE NORTH 60°44'27\" EAST, 83.37 FEET; THENCE NORTH 6°44'27\" EAST, 133.87 FEET TO THE POINT OF BEGINNING, CONTAINING 22.52 ACRES (0.9835 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**LEGAL DESCRIPTION TRACT-2:**

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CALDWELL COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'45\" WEST, 73.67 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°52'27\" EAST, 103.37 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'27\" EAST, 73.67 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°52'27\" WEST, 143.87 FEET TO A COTTON POLE STAKE IN CALDWELL ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEASURING WITH THE CENTERLINE OF CALDWELL ROAD AS FOLLOWS: THENCE NORTH 62°52'27\" EAST, 71.41 FEET; THENCE NORTH 60°12'47\" EAST, 103.59 FEET; THENCE NORTH 5°44'17\" EAST, 85.41 FEET; THENCE NORTH 67°21'27\" EAST, 86.12 FEET; THENCE NORTH 63°21'27\" EAST, 102.27 FEET; THENCE NORTH 60°44'27\" EAST, 83.37 FEET TO A LAG BOLT; THENCE SOUTH 60°44'27\" WEST, LEAVING CALDWELL ROAD, 115.81 FEET TO A STATE MONUMENT; THENCE NORTH 67°21'27\" WEST, 86.12 FEET TO A CROSS-TIE FENCE CORNER; THENCE NORTH 02°52'27\" EAST, 83.37 FEET TO THE POINT OF BEGINNING, CONTAINING 10.76 ACRES (0.4688 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SURVEYOR'S CERTIFICATION:**

I, MICHAEL P. WENZEL, 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.



READING BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (1217)

**BOUNDARY SURVEY**  
 CLIENT: GW HARPOLE HOLDINGS, LLC  
 JONESBORO, CALDWELL COUNTY, ARKANSAS

COMPASS SURVEYING & MAPPING, LLC

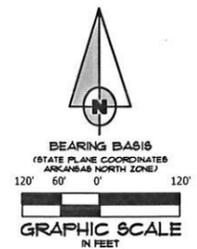
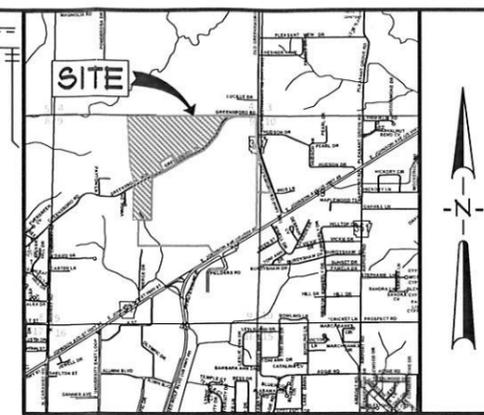
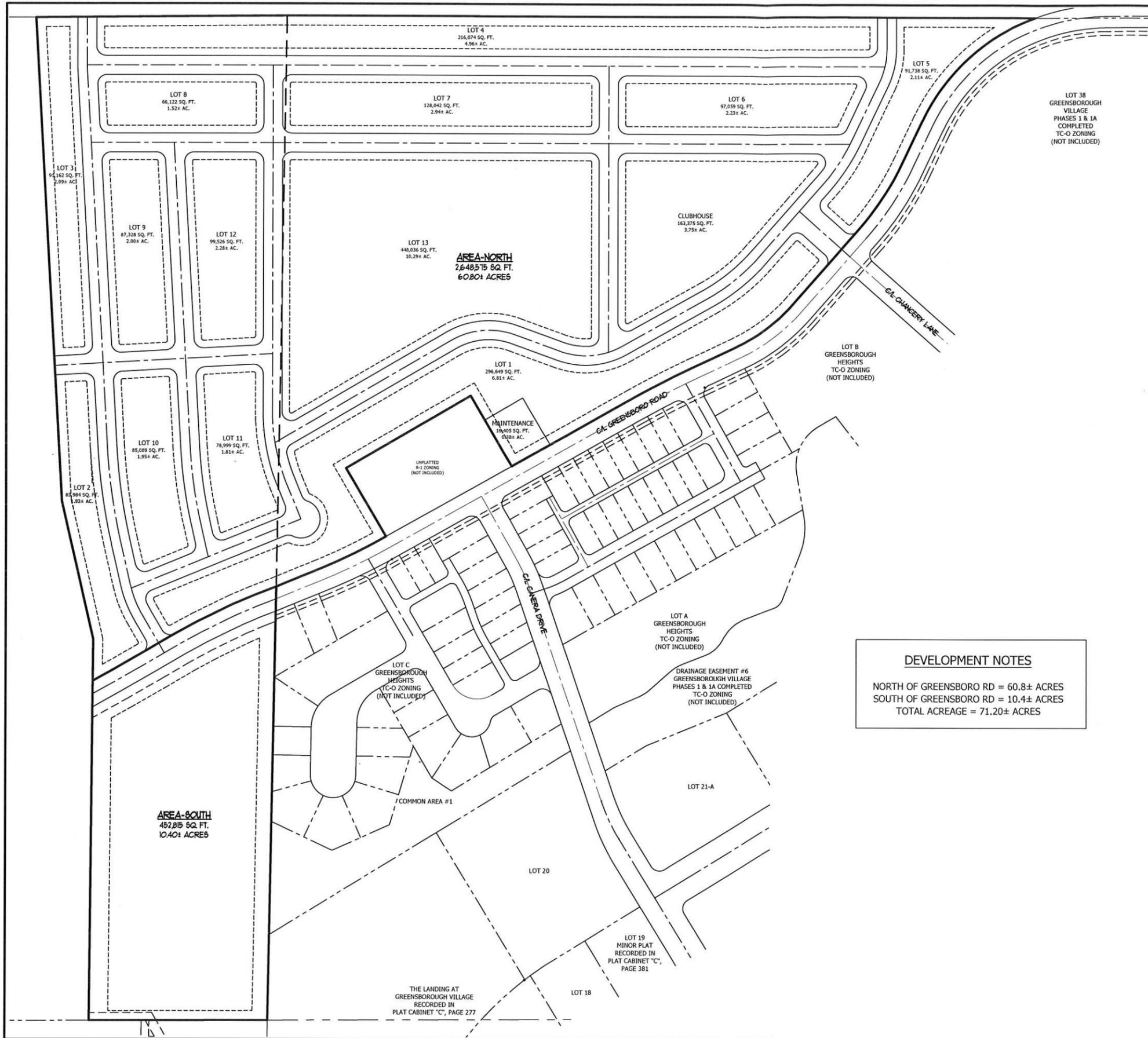
DATE	PROJECT	DATE	PROJECT



COMPASS SURVEYING & MAPPING, LLC  
 ARKANSAS - 3616



MICHAEL P. WENZEL  
 ARKANSAS - P.L. 1709  
 500-899-0000-00-10-10-1709



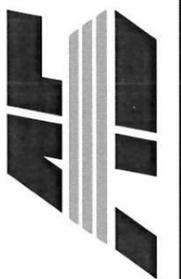
**DEVELOPMENT NOTES**  
 NORTH OF GREENSBORO RD = 60.8± ACRES  
 SOUTH OF GREENSBORO RD = 10.4± ACRES  
 TOTAL ACREAGE = 71.20± ACRES

**LEGEND**  
 ——— BOUNDARY LINE  
 - - - ADJACENT RIGHT-OF-WAY LINE  
 - - - ADJACENT LOT LINE  
 - - - SETBACK LINE

**GENERAL NOTES**  
 1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.  
 2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

**HAMMERHEAD CONTRACTING**  
 GREENSBOROUGH DEVELOPMENT  
 NORTH OF GREENSBORO ROAD  
 JONESBORO, ARKANSAS

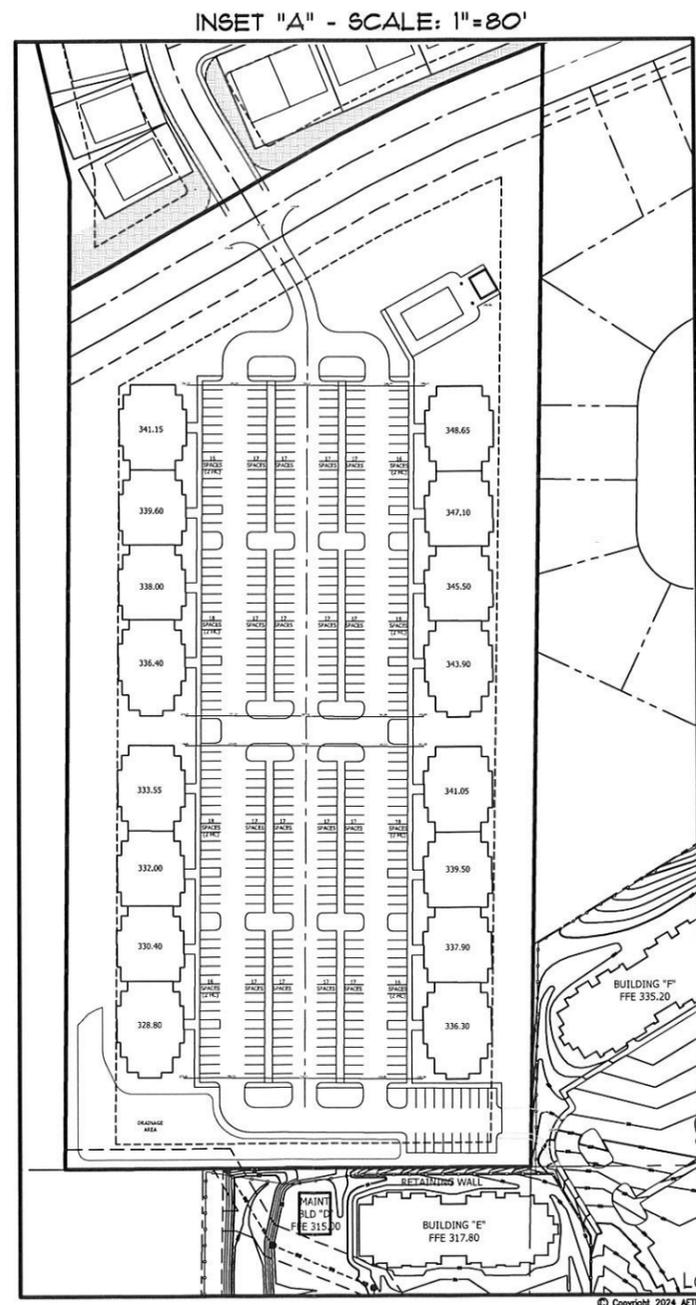
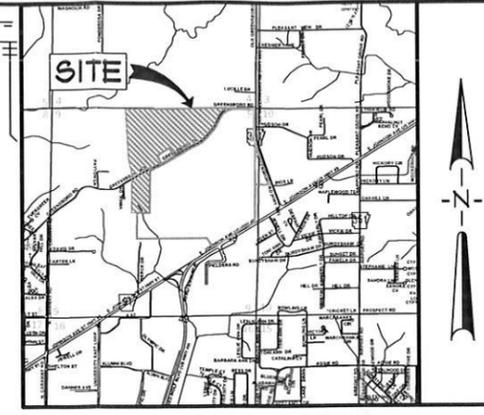
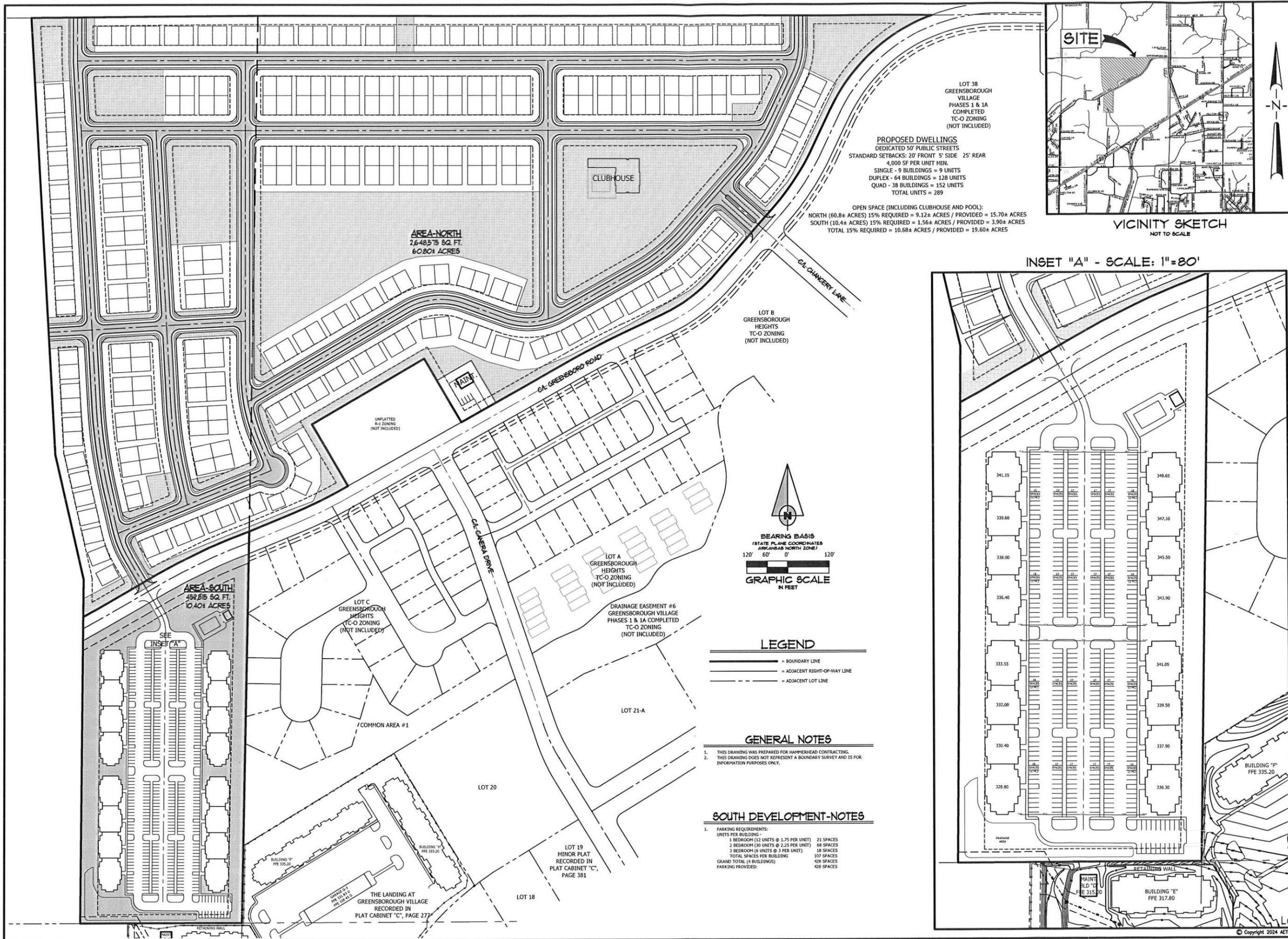
**ASSOCIATED ENGINEERING, LLC**  
 CIVIL ENGINEERING • LAND SURVEYING  
 LAND PLANNING  
 103 SOUTH CHURCH STREET • P.O. BOX 1462  
 JONESBORO, AR 72403  
 PH: 870-932-3594 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

**PLAT SKETCH**

DATE:	03/17/2025	DRAWN:	CCH
CADD FILE:	24155-C50P-17	CHECKED:	JHE
DWG#:	0414091.000X	SHEET:	
SCALE:	1" = 120'	1 OF 2	



**HAMMERHEAD CONTRACTING**  
GREENSBOROUGH DEVELOPMENT  
NORTH OF GREENSBORO ROAD  
JONESBORO, ARKANSAS

**ASSOCIATED ENGINEERING, LLC**  
CIVIL ENGINEERING • LAND SURVEYING  
LAND PLANNING  
103 SOUTH CHURCH STREET • P.O. BOX 1462  
JONESBORO, AR 72403  
PH: 870-932-3554 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

**CONCEPTUAL LAYOUT**

DATE: 03/17/2025	DRAWN: CCH
CADD FILE: 24155-CSDP-1T	CHECKED: JME
DUSA: 0414091.000X	SHEET
SCALE: 1"=120'	2 OF 2

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-08, 2800 & 2809 Greensboro Road**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on April 8, 2025***

**REQUEST:** To consider a rezoning of two tracts of land containing 33.28+/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “TC-O”, town center overlay.

**APPLICANT:** Hammerhead Contracting & Development LLC, 3791 Hwy 351, Jonesboro, AR, 72405

**OWNER:** Same

**LOCATION:** 2800 & 2809 Greensboro Road

**SITE DESCRIPTION:** **Tract Size:** Approx. 33.28 Acres  
**Street Frontage:** Approx. 545 ft. (each lot) on Greensboro Road

**Existing Development:** Vacant/Wooded

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Vacant</b>
<b>South</b>	<b>TC-O – Greensborough Village</b>
<b>East</b>	<b>TC-O – Greensborough Village</b>
<b>West</b>	<b>R-1 –Residential</b>

**HISTORY:** Vacant

## 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 a **Low Intensity** (2800 Greensboro Rd) and **High Intensity** (2809 Greensboro Rd) Growth Sectors.

**Low Intensity** - Low intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that way, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at the crossroads of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. Also, limits on hours of operation, lighting standards, screening from residential uses, etc. are appropriate.

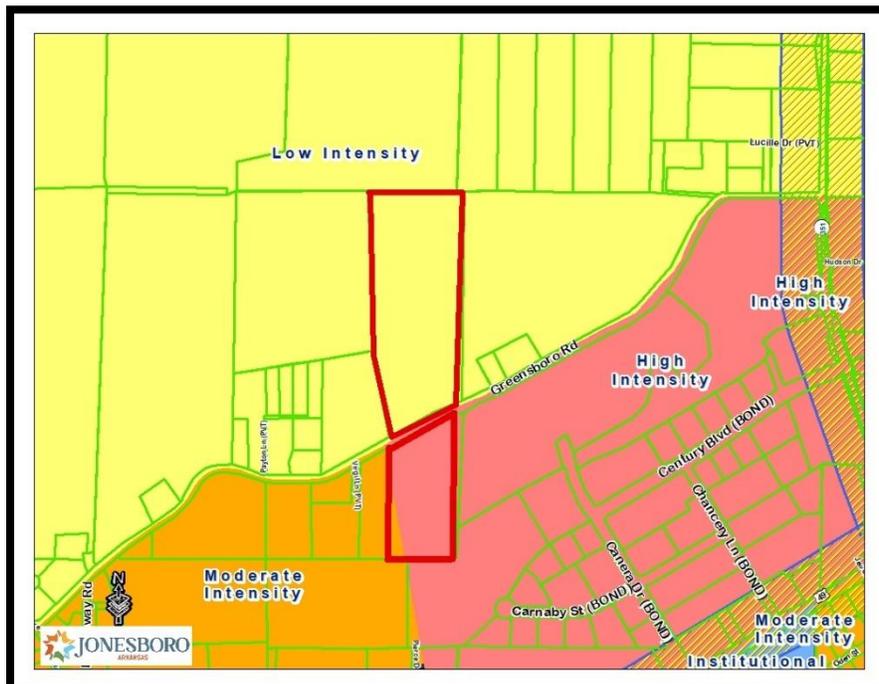
### **Typical Land Uses:**

- Moderate to large lot single family residential developments Neighborhood markets
- Neighborhood convenience stores
- Neighborhood services (dry cleaners, carwashes, small banks) Senior Living Centers/Nursing Homes, etc.
- Stable

**Density:** Single Family Residential on 1/5 to 5 acre lots

**Height:** 40 feet

**Traffic:** Approximately 100 peak hour trips (Commercial Only)



**High Intensity** - A wide range of land uses is appropriate in the high intensity zone, from 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.

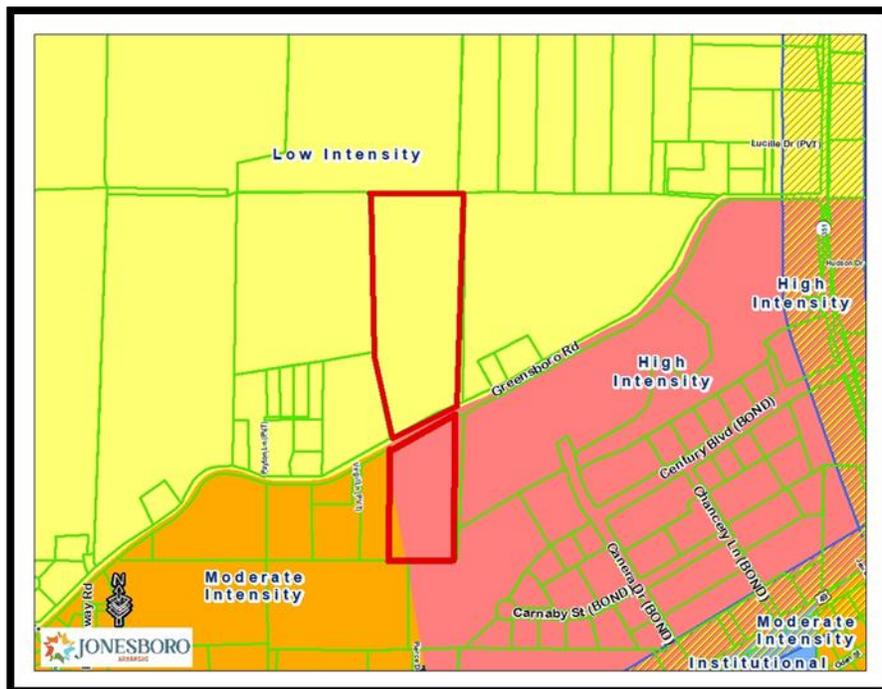
**Typical Land Uses:**

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel
- 

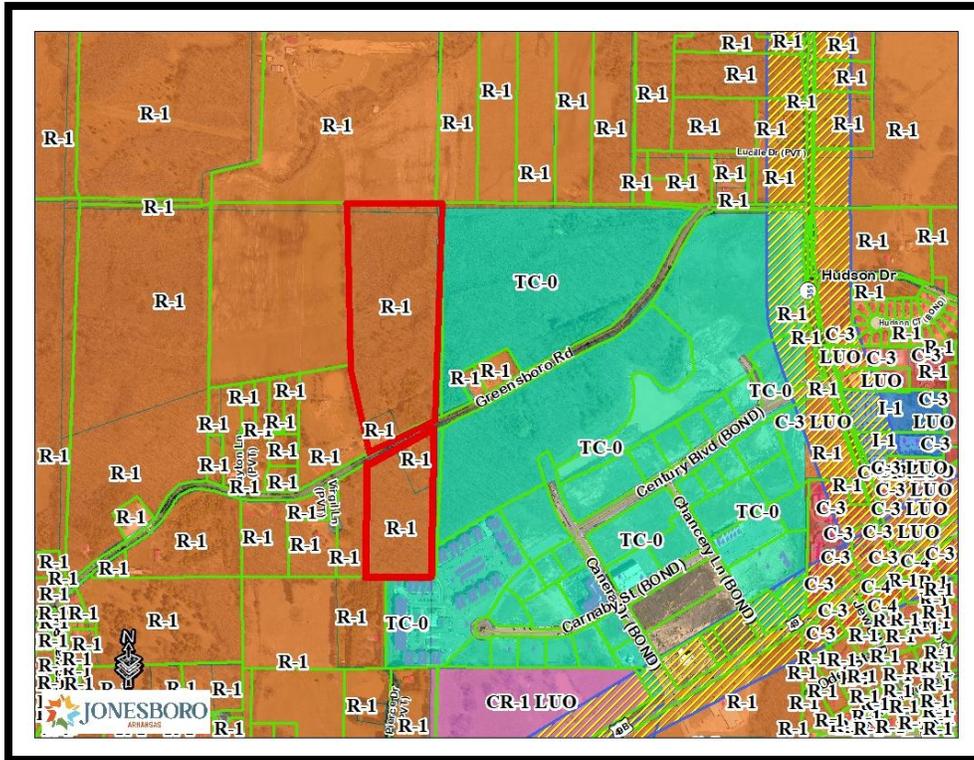
**Density:** Multi-family 8-14 Dwelling Units per acre

**Height:** 150 feet

**Traffic:** This will be located along arterial streets with high traffic volume.



*Land Use Map*



*Zoning Map*

**Master Street Plan/Transportation**

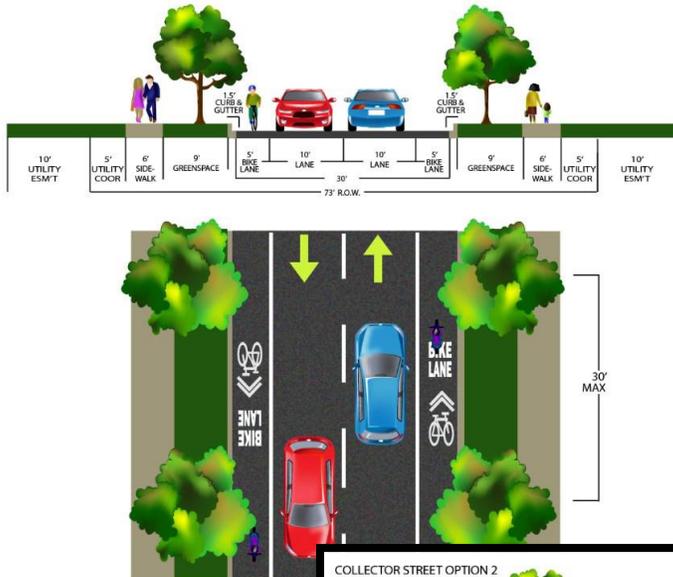
The subject property will be served by Greensboro Road. The Master Street Plan classifies this road as a Collector.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

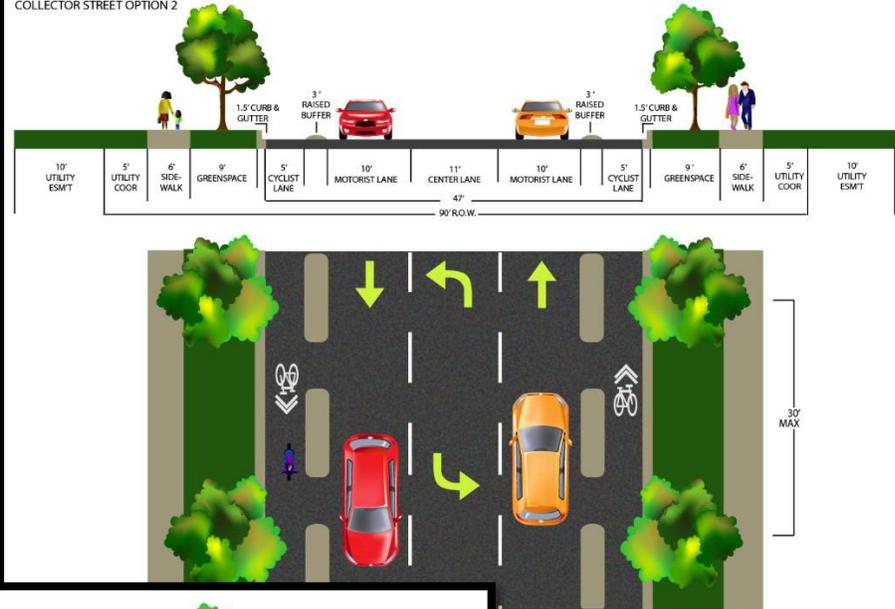
**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).

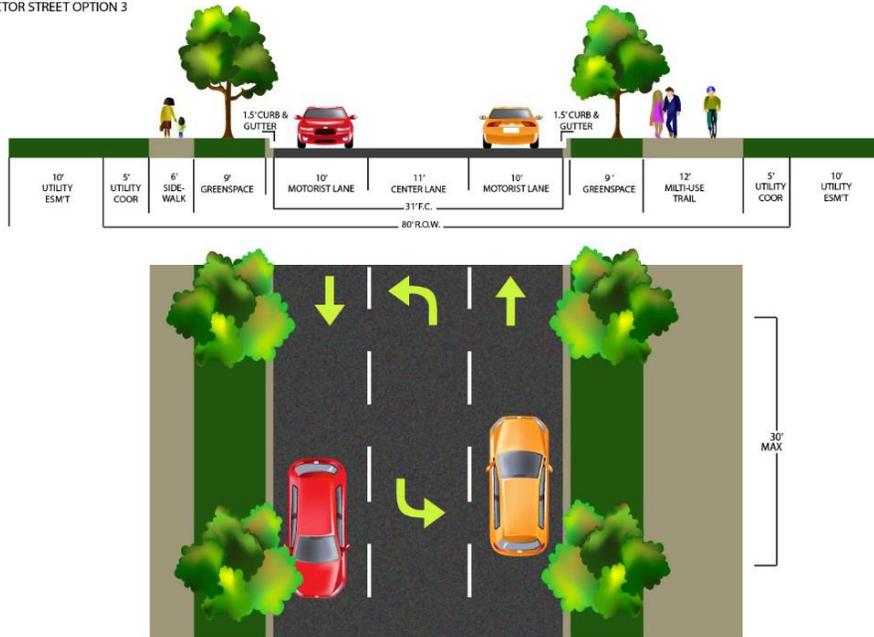
COLLECTOR STREET OPTION 1  
VPD > 3,000



COLLECTOR STREET OPTION 2



COLLECTOR STREET OPTION 3



**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) <b>Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. The property is located in the low and high intensity growth sector.	
(b) <b>Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) <b>Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and town center overlay districts.	
(d) <b>Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as a town center overlay.	
(e) <b>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;</b>	With proper planning there should not be any adverse effects caused by the property.	
(f) <b>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</b>	Minimal impact if rezoned since the area is already equipped to handle residential uses.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1" single family medium density. The applicant is applying for a rezoning to allow a town center overlay at this location.

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 TC-O as follows:

TC-O—*Town center overlay district.*

(1) *General purpose.* The purpose of the TC-O, town center overlay district, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

- a. Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- b. Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- c. Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- d. Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- e. Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

### 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 issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 24-15 a request to rezone property “R-1”, single family medium density, to “TC-O” town center overlay; the following conditions are recommended:

1. 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. The site shall comply with the existing Greensborough Village Town Center Development Guidelines.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-08 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 medium density, to “TC-O” town center overlay, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/12/2025 09:43 AM  
Receipt Print Date 06/12/2025

Receipt # 00262769  
Batch # 00012.06.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	486.00

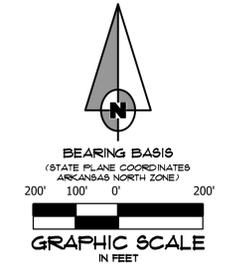
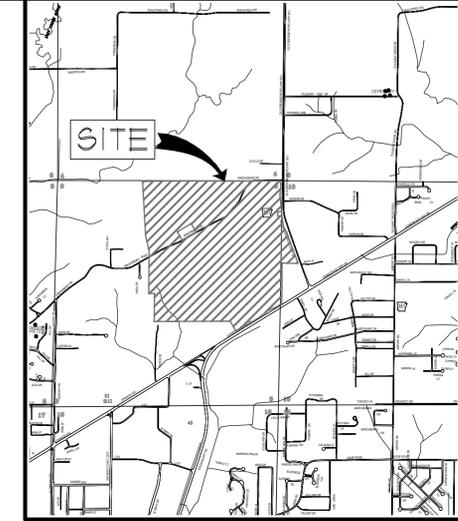
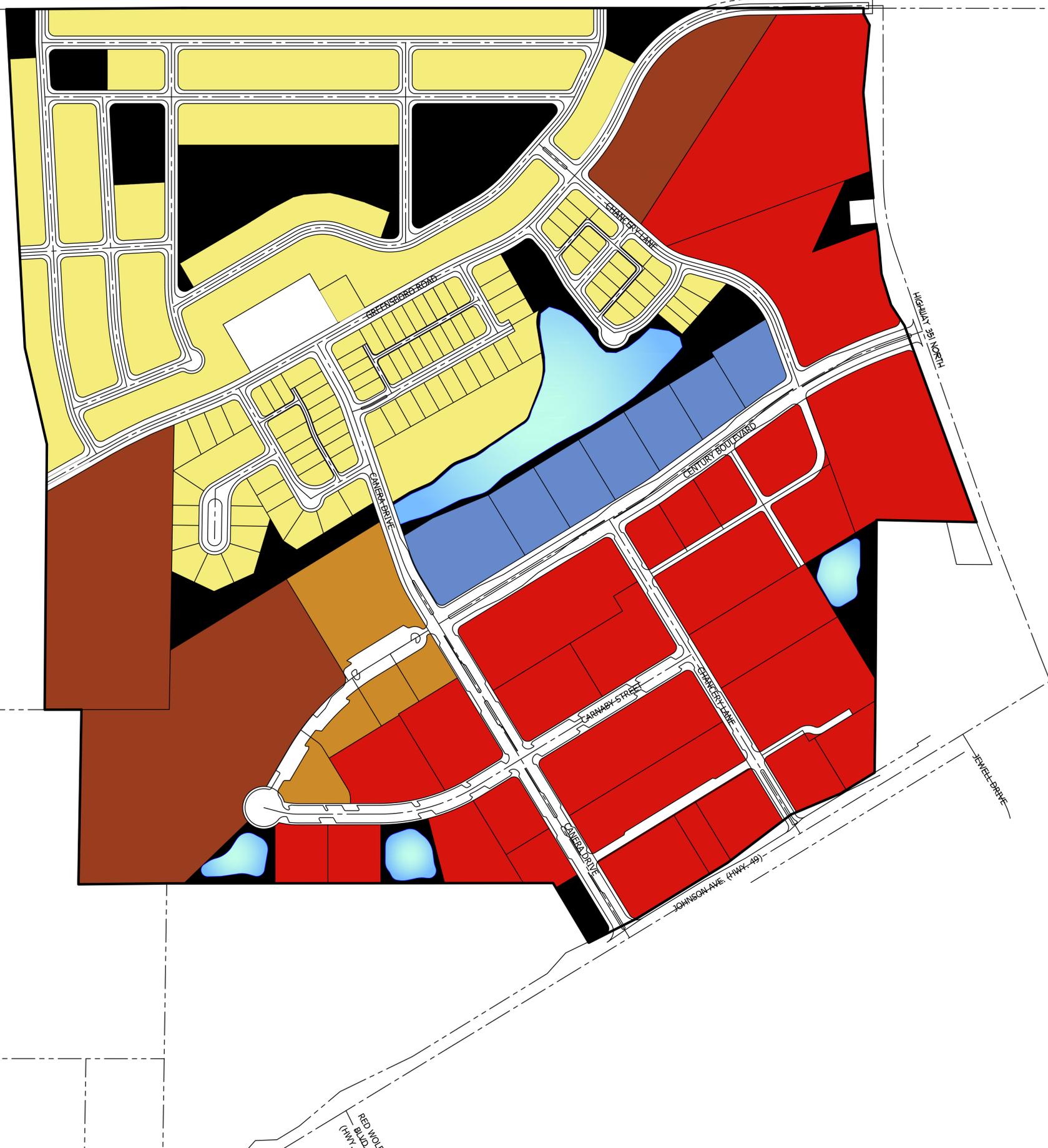
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01-000-0150-00	
Proof of Publication Rezone	486.00

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Total 486.00

Payment Information:	
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Change	0.00

Hammerhead Contracting  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY

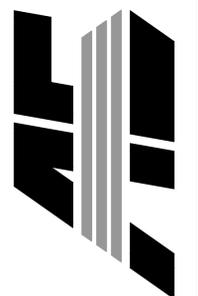


**PROPOSED USES**

- OFFICE
- OFFICE / RETAIL
- COMMERCIAL
- MULTI-FAMILY
- SINGLE FAMILY
- GREENSPACE / COMMON SPACE

**GREENSBOROUGH VILLAGE**  
**GREENSBOROUGH INVESTMENTS, LLC**  
 U.S. HIGHWAY 49 (JOHNSON AVE.)  
 JONESBORO, ARKANSAS

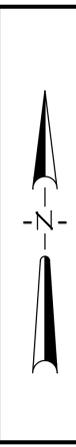
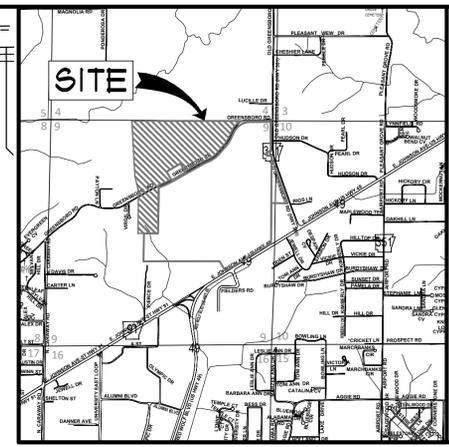
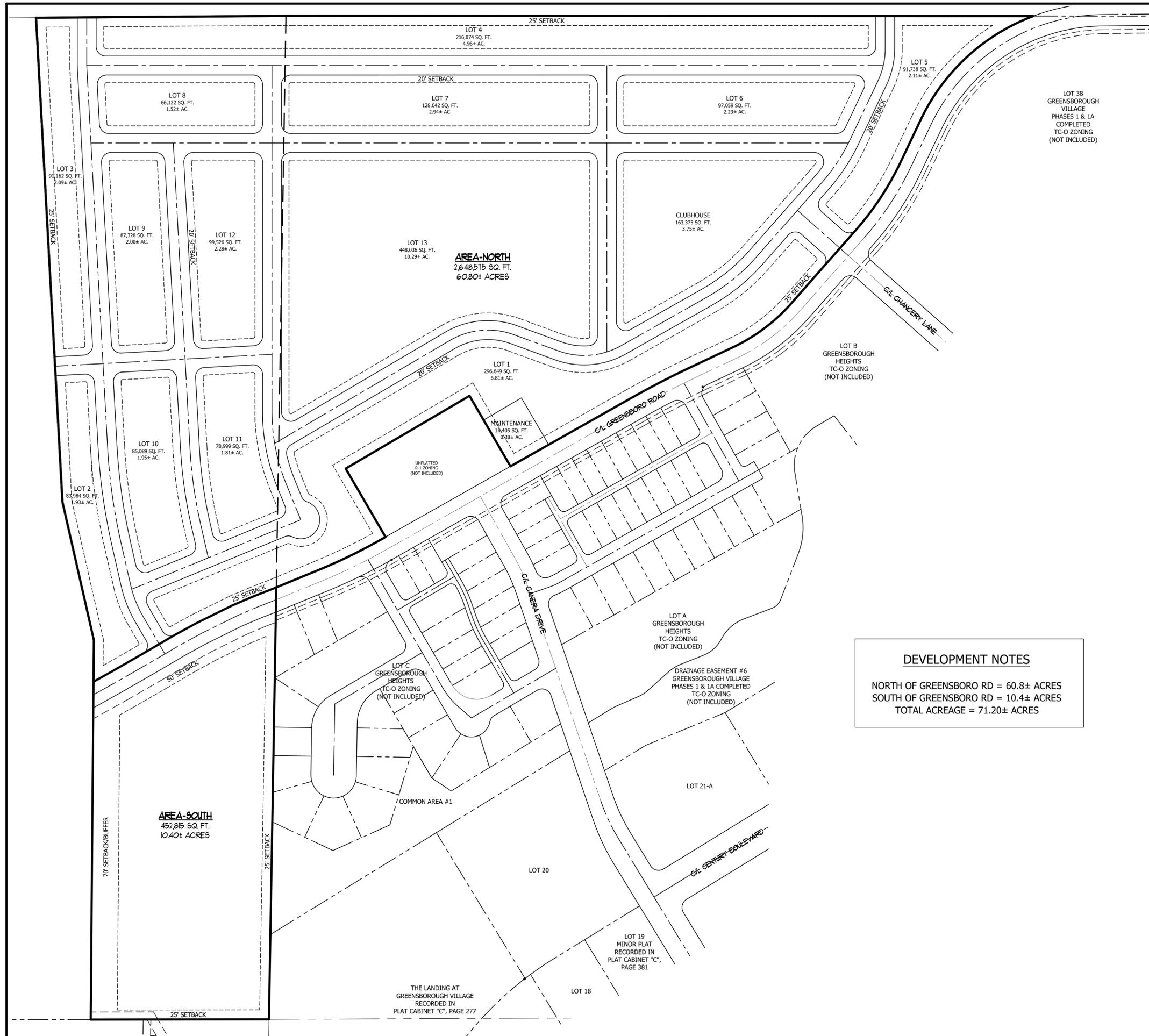
**ASSOCIATED ENGINEERING, LLC**  
 CIVIL ENGINEERING • LAND SURVEYING  
 LAND PLANNING  
 103 SOUTH CHURCH STREET • P.O. BOX 1462  
 JONESBORO, AR 72403  
 PH: 870-932-3594 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

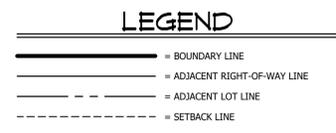
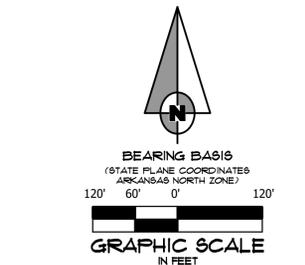
**UPDATED MASTER PLAN SKETCH**

DATE: 04/30/2025	DRAWN: CCH
CADD FILE: 14106-SDP-UM-R3	CHECKED: JME
DWG#: 0414091.0006	SHEET
SCALE: 1" = 200'	1 OF 1



**DEVELOPMENT NOTES**

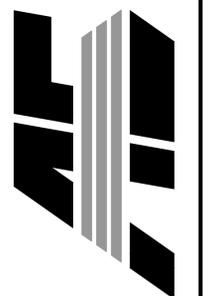
NORTH OF GREENSBORO RD = 60.8± ACRES  
SOUTH OF GREENSBORO RD = 10.4± ACRES  
TOTAL ACREAGE = 71.20± ACRES



- GENERAL NOTES**
- THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
  - THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

**HAMMERHEAD CONTRACTING**  
GREENSBOROUGH DEVELOPMENT  
NORTH OF GREENSBORO ROAD  
JONESBORO, ARKANSAS

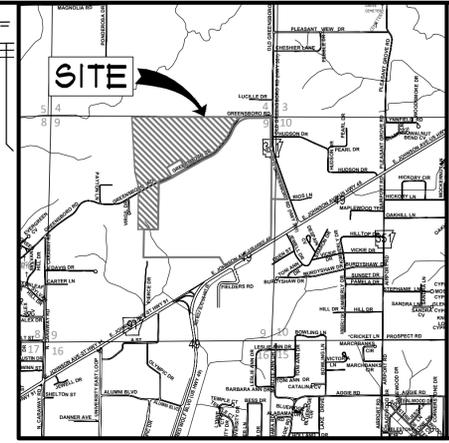
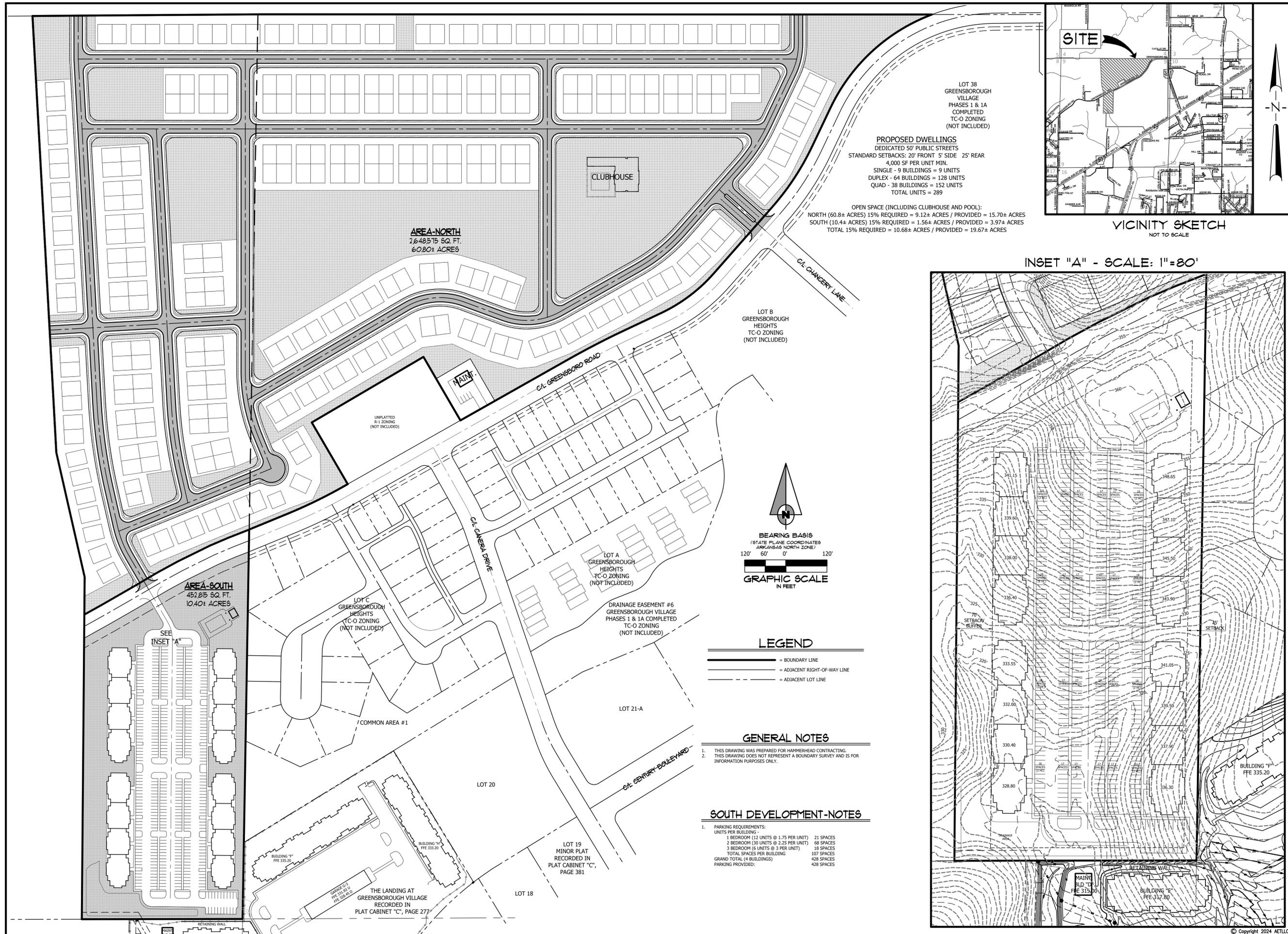
**ASSOCIATED  
ENGINEERING, LLC**  
CIVIL ENGINEERING • LAND SURVEYING  
LAND PLANNING  
103 SOUTH CHURCH STREET • P.O. BOX 1462  
JONESBORO, AR 72403  
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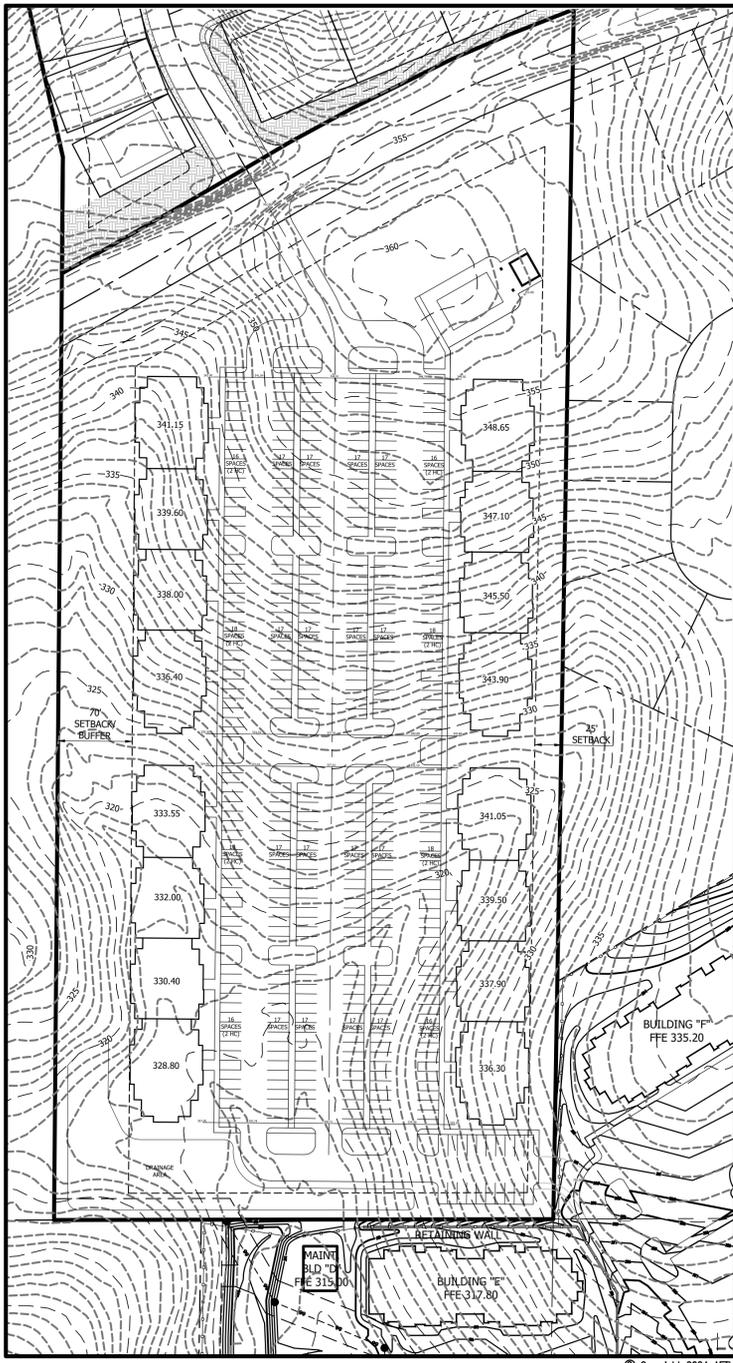
NO.	DESCRIPTION	DATE
	C:\My Documents\KLS.tif	

**PLAT SKETCH**

DATE: 06/10/2025	DRAWN: CCH
CADD FILE: 24155-CSDP-10	CHECKED: JME
DWG#: 0414091.00XX	SHEET
SCALE: 1" = 120'	1 OF 2

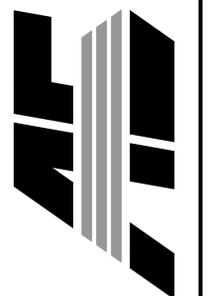


**INSET "A" - SCALE: 1"=80'**



**HAMMERHEAD CONTRACTING**  
GREENSBOROUGH DEVELOPMENT  
NORTH OF GREENSBORO ROAD  
JONESBORO, ARKANSAS

**ASSOCIATED ENGINEERING, LLC**  
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JONESBORO, AR 72403  
PH: 870-932-3594 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE
	C:\My Documents\KLS.tif	

**CONCEPTUAL LAYOUT**

DATE: 06/10/2025	DRAWN: CCH
CADD FILE: 24155-CSDP-10	CHECKED: JME
DWG#: 0414091.000X	SHEET
SCALE: 1" = 120'	2 OF 2

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #8, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Coach Joey's Fastpitch Academy** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup>** Day of **January 2025** ("Effective Date").

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

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

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

### I. **Term**

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup>** of **December, 2029**.

### II. **Sponsorship of Facilities**

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #6**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on July 1, 2025

A sum of \$1,500 shall be paid on July 1, 2026

A sum of \$1,500 shall be paid on July 1, 2027

A sum of \$1,500 shall be paid on July 1, 2028

A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #8**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

**III. Assign Ability and Exclusivity**

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

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. 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.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. 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 enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- e. 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 of the day and year set forth below.

**Coach Joey's Fastpitch Academy**

By: Joey Chavers

Name: Joey Chavers

Title: owner

Phone: 870-219-5904

Email: Coachjoeys@aol.com

Date: 12/11/2024

CITY OF JONESBORO

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

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

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

Date: \_\_\_\_\_

ATTEST:

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