



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Safety Council Committee

Tuesday, March 17, 2026

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

3. APPROVAL OF MINUTES

[MIN-26:020](#) Minutes for the Public Safety Committee meeting on Tuesday, February 17, 2026

Attachments: [Minutes](#)

4. NEW BUSINESS

ORDINANCES TO BE INTRODUCED

[ORD-26:008](#) AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

Sponsors: Engineering

[ORD-26:009](#) AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

[ORD-26:010](#) AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

5. PENDING ITEMS

6. OTHER BUSINESS

[COM-26:014](#) DISCUSSION OF LEASE PROPOSALS FOR THE JONESBORO POLICE DEPARTMENT

Sponsors: Mayor's Office and Police Department

Attachments: [Lease Proposal.pdf](#)
[CityJboroMayor_20000116_230614.pdf](#)

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-26:020

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Minutes

Minutes for the Public Safety Committee meeting on Tuesday, February 17, 2026



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Safety Council Committee

Tuesday, February 17, 2026

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

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

Present 4 - Brian Emison; David McClain; Janice Porter and Kevin Miller

Absent 2 - Chris Moore and LJ Bryant

3. APPROVAL OF MINUTES

[MIN-26:010](#) Minutes for the Public Safety Committee meeting on Tuesday, January 20, 2026.

Attachments: [Minutes](#)

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

Aye: 4 - David McClain; Janice Porter; Kevin Miller and Chris Gibson

Absent: 2 - Chris Moore and LJ Bryant

4. NEW BUSINESS

ORDINANCES TO BE INTRODUCED

[ORD-26:006](#) AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

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

Aye: 4 - David McClain; Janice Porter; Kevin Miller and Chris Gibson

Absent: 2 - Chris Moore and LJ Bryant

RESOLUTIONS TO BE INTRODUCED

[RES-26:016](#)

A RESOLUTION TO PURCHASE FIRE DEPARTMENT SAFETY AND RESCUE EQUIPMENT AND AMEND THE FY2026 BUDGET

Sponsors: Fire Department and Finance

Councilmember David McClain said, just one question Mr. Chairman. Chairman Brian Emison said, yes sir. Councilmember David McClain said, are we replacing items? Chairman Brian Emison said, I think Chief Hamrick's got our answer here. Fire Department Chief Marty Hamrick approached the podium and said, yes sir. We'll be upgrading many of these. The Max Fire Seek and the FirePRO 3,000 are thermal imaging devices. The ones we currently have are way outdated. It's a much better product. And likewise with the Extrication Combi Tool. We're running gas powered units currently that are 15 to 20 years old. These are all battery operated. Much more efficient and faster. So yes, they're all upgrades. Councilmember David McClain said, thank you.

A motion was made by Chris Gibson, seconded by Kevin Miller, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - David McClain;Janice Porter;Kevin Miller and Chris Gibson

Absent: 2 - Chris Moore and LJ Bryant

5. PENDING ITEMS

6. OTHER BUSINESS

Chairman Brian Emison said, I show that we've got a little bit of time between now and City Council so I was going to see, Chief Elliott, if you wanted to come up and kind of go over the annual report and all the statistics from 2025 please. Police Department Chief Rick Elliott approached the podium and said, absolutely. Good evening, Mr. Chair and councilmembers. As you know from recent stories in the news media, we posted our 2025 crime stats. And as you've noticed, the numbers are down again this year. Past few years, last year or I'm sorry, 2024 was a peak year on major crimes against persons. The numbers are down since then. Taking a historical look at our crimes against persons going back 19 years. We've seen these numbers from 2007 until present have only risen anywhere from 80 to 120 cases a year. So, these numbers have been what I say fairly consistent over the past 19 years, again between 80 and the 120 range, give or take, during this time frame. We've seen the population of Jonesboro grow to over 15,000 people. We look at it against the crimes against property section. Again, that number is down, has trended down for the past couple years. Our peak year was 2020. Peak year before that was 2007. In 2007, those numbers dang near matched 2020's. So, crimes against property during the early 2007, 2008, 2009, 2010, 2011, 2012, were higher than it has been in the past 4 or 5 years. So overall, when we look at crime in Jonesboro, historically, we've seen higher numbers years ago compared to what we have in the latter few years. Now, we're not saying that Jonesboro is perfect and Jonesboro's crime free. That's not our take on it. But people take numbers and we keep getting labeled that Jonesboro's crime ridden. Comparing us to Memphis, Chicago, things like that. When you look at the violent crime numbers, the fact that in spite of this kind of population growth, the numbers have only changed anywhere from 80 to 120, in that category for over that period of time, per year. I think it's pretty good for what's being said about the people in Jonesboro. The community that we live in. So sometimes numbers come across and people take numbers and do what you want to with them. A lot of times they'll fashion them with what benefits them at the time. But these are the numbers that when we generate a report. They go in at the end of the month. It's automatically uploaded to the FBI through Nabbers. These are not numbers that we control. Once

a case gets in the system and it's identified with a particular category then that's what's submitted each month. Each month we submit monthly reports. You get those monthly reports every month. You can see where those trends are. If you collected all the reports at the end of the year you'd come up with the totals that you see on the 10 year crime stats. Our crime reports are out there for public viewing every day. So again, when you're looking at crimes of the violent nature, these are out there. We're not hiding any information. All this information is public accessible. So, for those that want to sit home and criticize and talk about things then they're obviously not doing their due diligence and gathering the facts. So, I think it's important that we present the information and if you don't believe what we're saying then this information certainly that's can go back and research yourselves and come up with those numbers. Chairman Brian Emison said, well thank you chief.

Councilmember David McClain said, just real quick, what do you attribute, you know, numbers are trending down. What do you attribute that to? Chief Rick Elliott said, good question. There's no one particular thing you can contribute this to. It's you're dealing with human nature. You're dealing with people. And the fact that crime across the country has historically gone down this past year, so even our bigger cities have seen a decrease in crime. I called, in our area I would say it's everybody working together, is the main thing. If you see something say something. We say that all the time, but the good thing is it works here in Jonesboro. When things happen, we do get those calls. We are getting those tips now that we may not have gotten just a few years ago. I think people are taking ownership in the community, taking part of the community, getting involved in the community. Giving us information, giving us good intel on what's going on. That makes us more efficient in what we do day in and day out. The Real Time Crime Center, our cameras and license plate reader technology certainly has helped on the solvability of crime here in Jonesboro. Bad things happen. A lot of that we cannot stop. Again, we're dealing with human, human nature, but the probability of making an arrest on that has certainly increased with our new and latest and greatest technology. So, between technology, people working together with the Police Department, and I would hope that maybe just human behavior across the board has gotten a little bit better. People being a little bit more responsible. But again, the numbers here are down, but they're also down across country in a lot of areas. So, it's not just one thing, it's a combination of multiple things.

Councilmember David McClain said, are you still seeing, I know in 2020, maybe 2021, you saw an increase in, you know, the population having feelings towards the police that were not very favorable. Are you still seeing that? Are you still having trouble with that? Or has that come down as well? Chief Rick Elliott said, with what now? Councilmember David McClain said, so basically, remember 2020 2021, you know, law enforcement was not seen as you know very favorably. Do you still have that issue when you go on a call are y'all still being faced with? Chief Rick Elliott said, sure. Not locally. Typically, anything that happens in law enforcement world nationally will have a residual effect on us on what we do day in and day out. So, we always look at what's going on on the national level and we address it in staff level. Make sure that there's things that maybe could be done different than what some other agencies doing. I'm not going to be critical of another agency as I stand here, but you always look at those lessons learned out there and if there's ways of doing things better then you want to take those lessons and do better. Engaging in the community is a key important fact, so we always stress, since I've been chief, to have that positive community engagement. We do know that bad things happen from time to time in our community. And the community should be aware that if it does happen on our end, we certainly will deal with it, have it investigated and then I'll certainly deal with it after the fact. But again, just having that positive relationship with the community is important. We still foster that positive relationship. So that's always going to be a work in progress, but the end result is I don't quite have the drama that

they do up in other parts of the country right now. So, it's just handling business a little bit different than other parts of the country do. Councilmember David McClain said, yeah. Thank you.

Chairman Brian Emison said, gotcha. Chief speaking of that monthly report that we get on that, I noticed on the one we received today, I think that the camera systems that we have had another success story that I haven't necessarily seen out there. Do you want to share that with us? Chief Rick Elliott said, it did. Just a few weeks ago we had a young lady, she was upset with her parents, and she got up and left her house at 1:27 in the morning. It was about 10 degrees or less. And she took off walking and she was on the east side of town. And fortunately, one of our camera systems, we were able to pick her up. And with AI technology in this particular system, it identified a pedestrian. We identified her and subsequently were able to track her movements through Jonesboro from pretty much Prospect Road to Main and Highland at Walgreens. So, it took several hours. She was at Walgreens for several hours. By the time we finally caught up with her. But through this camera technology we were able to track this young lady and get her back to her parents. Basically, she was upset with her parents. They took her cell phone away from her, so she had no way of calling. We had no way of tracking her through the cell phone, so she was on her own in 10 degree weather or less and so she was quite hazardous to her own health. And so, we had all hands on deck trying to run, go through data and put the pieces of the puzzle together to get her back to her family. So that's just one of many happy success stories that we have through the system. We try to relate a success story in our monthly reports and they're attached to this. There's many every week, but they'll take a highlight and kind of note it on the bottom of these reports now just so you can see what's going on with the technology. The technology we have is... we're constantly looking to upgrade, as you're aware of, the city received a \$3,500,000 grant here recently from the federal government. We can do more upgrades with our technology. So, between it and the building of the new Real Time Crime Center and dispatch center, I think what we're doing will just be bigger and better as we move forward. Be more efficient in what we're doing because I can never get enough boots on the ground to do what we need to do in the world of policing at this point. We just have to be smarter at what we do and we depend on a lot of technology to get it done. Chairman Brian Emison said, that's great. Thank you chief. Chief Rick Elliott said, anybody else? Ok, thank you sir.

Chairman Brian Emison said, thank you once again, chief, for coming up and speaking about that. I know, gosh, we see a lot of numbers up here and it's always good to hear those stories of the decisions that we've made and the leadership that we have in the Police Department and also the Fire Department, and those lives that get saved every day because of the people that work in those areas. So, thank you both once again for coming up today.

7. PUBLIC COMMENTS

8. ADJOURNMENT

A motion was made by Chris Gibson, seconded by Kevin Miller, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 4 - David McClain; Janice Porter; Kevin Miller and Chris Gibson

Absent: 2 - Chris Moore and LJ Bryant



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:008

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Ordinance

AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas

SECTION 1: The City Council of the City of Jonesboro, Arkansas, hereby amends Ordinance 93:741 to reinstate the multi-way stop sign at the Rains and Wilkins Intersection.

SECTION 2: This Ordinance authorizes the City of Jonesboro Street Department to make the above amendment with the passage and approval of this Ordinance.

SECTION 3: This Ordinance, being necessary for the preservation of the public peace, health and safety, there is hereby declared to be an emergency, and this Ordinance shall take effect and be in full force from and after its passage and approval.



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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 25mph speed limit on Hillcrest Drive between Nettleton Avenue and Wilkins Avenue



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

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AN ORDINANCE BY 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 change as recommended by the Traffic Control Committee:

Establish 20 MPH on Main Street from Washington Avenue to Cate Avenue.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: COM-26:014

Agenda Date: 3/17/2026

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Other
Communications

DISCUSSION OF LEASE PROPOSALS FOR THE JONESBORO POLICE DEPARTMENT

To: A Lease Proposal to The City of Jonesboro

From: Carroll Caldwell

1. 5 year NNN lease proposal with a 5 year option located at 1421 South Caraway Road, Jonesboro, Arkansas, for consolidation of police department. See attached packet.
2. 12,279 square feet available on one level with 34 parking spaces.
3. Adjoining 2 acres of land with additional parking available for ground lease, if necessary.
4. Can be occupied as one or two spaces with existing firewall.
5. Easy access connecting to Caraway and Nettleton.
6. 2 large bathrooms with showers and one unisex bathroom.
7. Base rent of \$16,000 per month "as is" condition, or \$18,000 per month with \$200,000 tenant improvement allowance.
8. Landlord will consider selling to the City after the first 5 year term.
9. Proposal available for 30 days.

FOR LEASE



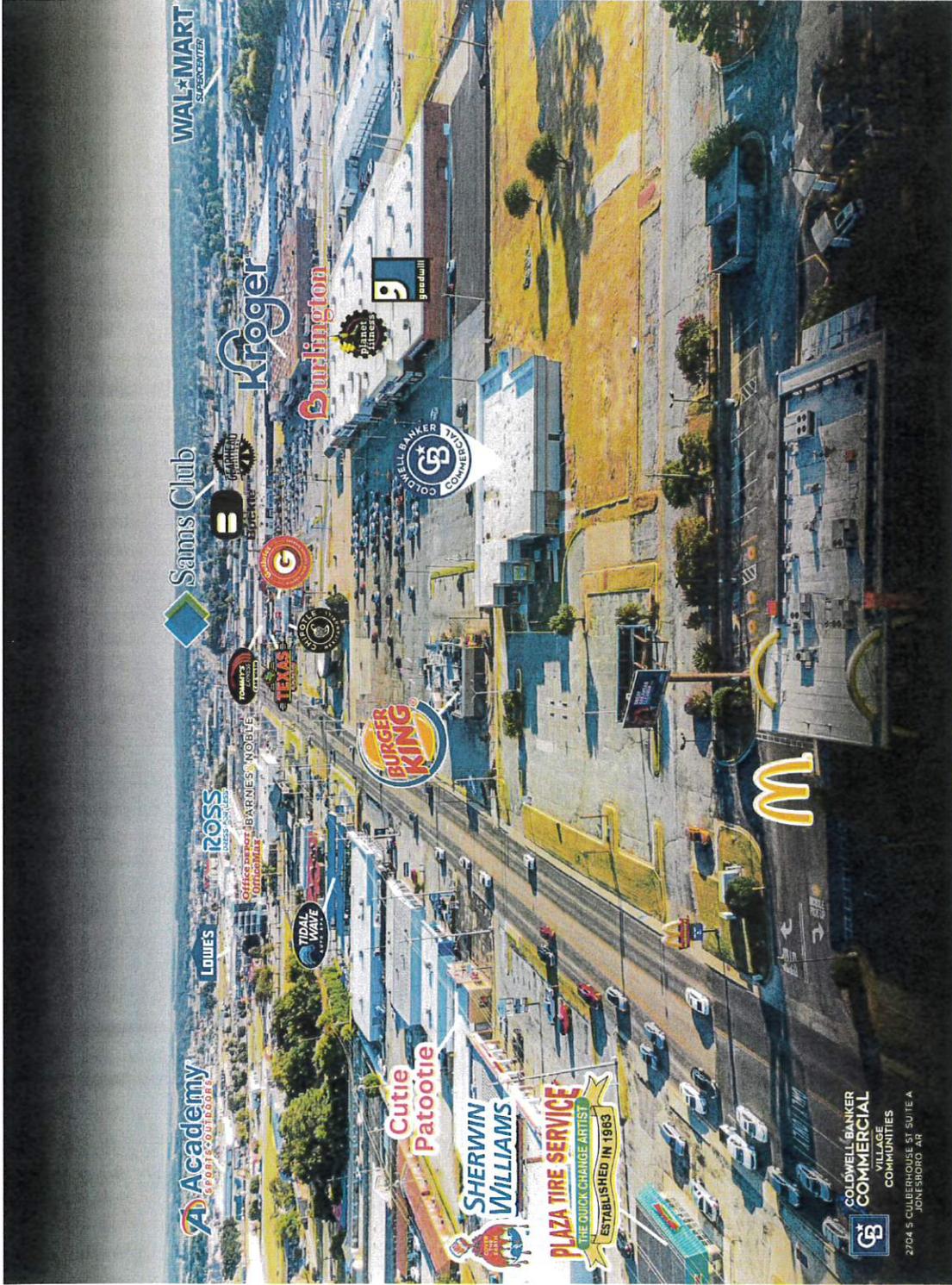
A

B



COLDWELL BANKER
COMMERCIAL
VILLAGE
COMMUNITIES
2704 S CULBERHOUSE ST SUITE A
JONESBORO, AR

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870-931-8233
870-935-7800
CARROLLCALDWELL1@GMAIL.COM



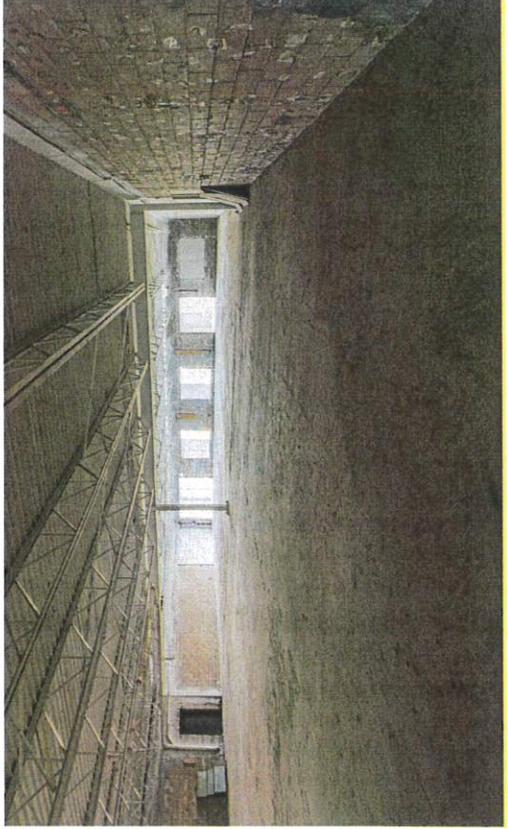
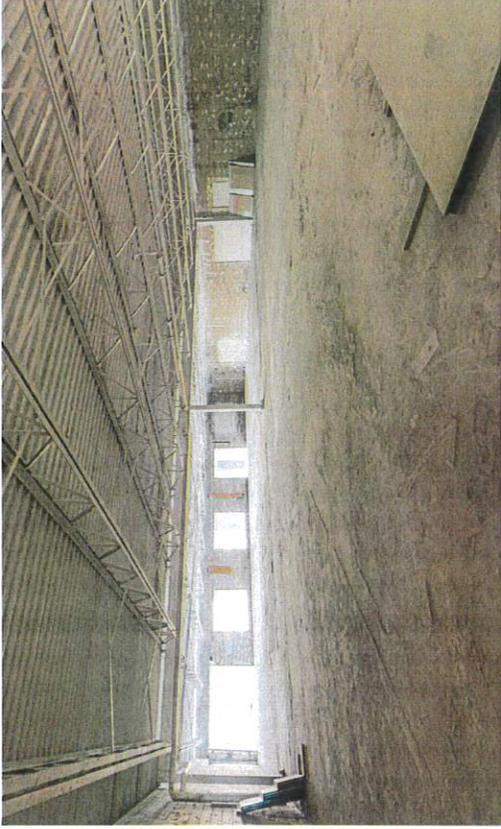
**1421 S Caraway Rd,
Jonesboro, AR**

Carroll Caldwell
870-931-8233
870-935-7800



<https://www.cbworldwide.com>

1421 S CARAWAY RD SUITE A, JONESBORO, AR

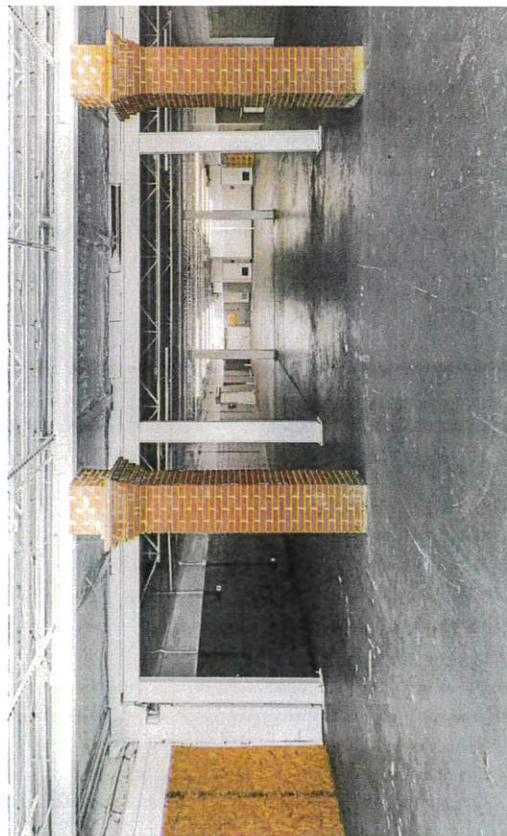


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870-931-8233
870-935-7800



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1421 S CARAWAY RD SUITE B, JONESBORO, AR



Carroll Caldwell
870-931-8233
870-935-7800



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1421 S CARAWAY RD, JONESBORO, AR

Property Description

Coldwell Banker Commercial is pleased to present 1421 S. Caraway Road in Jonesboro, AR. This property offers a prime location with excellent visibility and traffic counts of approximately 25,000 vehicles per day. Spanning ±12,279 square feet, the space is ideally suited for businesses seeking to establish a presence in one of Jonesboro's most active trade areas. The property adjoins McDonald's and is surrounded by a strong mix of national quick-service and full-service restaurants, as well as leading retailers including Burger King, Old Navy, HomeGoods, TJ Maxx, Natural Grocers, Kroger, Sherwin-Williams, Plaza Tire, Texas Roadhouse, Walmart, Sam's Club, and many more.



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870-931-8233
870-935-7800



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1421 S CARAWAY RD, JONESBORO, AR

Overview

- Located near national QSR's, FSR's, and local and national retailers
- South Caraway Road frontage
- 25,000 VPD
- Multiple ingress egress points

Units & Pricing

- Suite A \$16/SF/YR (6,057 SF+/-)
- Suite B \$16/SF/YR (6,222 SF+/-)



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DEMOGRAPHICS

1421 S CARAWAY RD, JONESBORO, AR

Demographics	0-5 Min. Drive Time	5-10 Min. Drive Time
2025 Population	11,208	60,511
2030 Population	11,481	62,984
2025 Households	4,412	24,874
2030 Households	4,576	26,231
Median 2025 Income	\$40,231	\$49,370
Median 2030 Income	\$44,017	\$56,219

Demographics	0-1 Mile	1-3 Mile	3-5 Mile
2025 Population	4,428	49,484	25,547
2030 Population	4,524	51,645	26,572
2025 Households	1,846	20,713	9,426
2030 Households	1,907	21,901	9,930
Median 2025 Income	\$40,937	\$47,175	\$82,433
Median 2030 Income	\$45,979	\$52,971	\$92,081



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870-931-8233
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COLDWELL BANKER COMMERCIAL

VILLAGE COMMUNITIES

CARROLL CALDWELL

M: 870-931-8233

E: carrollcaldwell1@gmail.com

Coldwell Banker Village Communities

Contact Information

Company Address

2704 S Culberhouse St Suite A Jonesboro AR

Company Phone Number

870-935-7800

All information furnished regarding property for sale or lease is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and the same is subject to errors, omissions, changes of prices, rental or other conditions, prior sale or lease or withdrawal without notice.

**COMMERCIAL LEASE AGREEMENT
FIRST UNITED METHODIST CHURCH JONESBORO
YOUTH BUILDING**

This Commercial Lease Agreement (the "Lease") is entered into as of the ___ day of _____, 2026, by and between **FIRST UNITED METHODIST CHURCH OF JONESBORO, INC.** ("Landlord") and **THE CITY OF JONESBORO, ARKANSAS** (the "Tenant"). The parties agree as follows:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the building situated on Lot 2 of the First United Methodist Church of Jonesboro, Inc. Addition, Jonesboro, Craighead County, Arkansas, containing approximately 36,000 square feet and having a physical address of _____ S. Main Street, Jonesboro, Arkansas (the "Building"), and non-exclusive use of the handicap parking situated between Lots 1 and 2 of said First United Methodist Church of Jonesboro, Inc. Addition (the "Handicap Parking Area"), and the non-exclusive use of the parking lot located on Lot 4 of said First United Methodist Church of Jonesboro, Inc. Addition (the "Parking Lot") (collectively the Building, the Handicap Parking Area, and the Parking Lot are referred to as the "Premises"). By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for the purposes intended and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder. Any improvements to the Premises shall be at Tenant's expense and shall be approved by Landlord in all respects prior to any construction. **TENANT UNDERSTANDS AND AGREES THAT THIS LEASE FOR THE PREMISES IS "AS IS" AND THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTIES AS TO THE CONDITION OF THE PREMISES OTHER THAN LANDLORD WILL INSURE THAT THE HVAC, ELECTRICAL AND PLUMBING SYSTEMS ARE SERVICED AND IN WORKING ORDER PRIOR TO THE COMMENCEMENT DATE.**

2. **TERM.** The initial lease term (the "Initial Term") shall commence on or about April 1, 2026, (the "Commencement Date") and shall terminate on March 31, 2031, (the "Termination Date"), provided that Tenant may have possession of the Premises on the Effective Date after full execution of the Lease subject to the requirements of Section 18.

3. **RENT PAYMENTS.** Tenant shall pay to Landlord monthly base rental payments commencing on the Commencement Date in the amounts for the periods set forth below:

INITIAL TERM:

<u>Lease Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Year 1	\$31,250.00	\$375,000.00
Year 2	\$32,187.50	\$386,250.00
Year 3	\$33,153.33	\$397,840.00
Year 4	\$34,147.92	\$409,775.00

To be discussed

Year 5	\$35,172.50	\$422,070.00
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OPTION TERM:

Year 6	\$36,227.50	\$434,730.00
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Year 7	\$37,314.58	\$447,775.00
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Year 8	\$38,434.17	\$461,210.00
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Year 9	\$39,587.50	\$475,050.00
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Year 10	\$40,775.00	\$489,300.00
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Tenant shall pay to Landlord monthly rent payments commencing on the Commencement Date, which shall be payable, in advance and without demand on or before the 1st day of each month. **There are no grace periods.** Tenant agrees to remit monthly rent payments to Landlord in accordance with the terms of the Lease via ACH transfer to Landlord's bank account as directed by Landlord in writing. In the event Tenant fails to pay any installment of rent as provided herein or other amounts payable hereunder as and when such installment is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge for each day such installment is received after the due date in an amount of \$300.00 per day. Failure to pay such amount within five (5) days after demand thereof shall be an event of default hereunder. The provisions for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

4. **OPTION TO RENEW.** Provided Tenant is not then in default hereunder, Tenant may at its option renew this Lease for one (1) additional five (5) year period (the "Renewal Term") upon all terms, conditions, and obligations set forth herein at the rental rate as set forth in Section 3 above. Tenant shall provide Landlord with notice at least ninety (90) days prior to the expiration of the Initial Term of this Lease, if it desires to exercise the option. If Landlord has not received such notice as set forth above, Tenant shall have waived its option to renew, and Landlord shall be under no obligation to further extend the term of this Lease.

5. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease with Landlord's prior written consent, such tenancy shall be construed as a tenancy from month to month only, at such rent as Landlord shall determine in its sole discretion, in an amount not to exceed the rent paid for the last month of the term of this Lease plus fifty percent (50%) of such amount.

6. **SECURITY AND CLEANING DEPOSIT.** At the execution of this Lease, Tenant will deposit with Landlord the sum of \$31,250.00 (the "Security Deposit") as security for the full and faithful

performance by Tenant of all of the terms and conditions of this Lease required to be performed by Tenant. The Security Deposit may be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully carried out all of its terms, including, but not limited to, vacating the premises in a clean condition and restoring the Building to its original condition as of the Commencement Date (ordinary wear and tear excepted). If Tenant fails to thoroughly clean the Building or restore the Building to its original condition as of the Commencement Date, (ordinary wear and tear excepted), Landlord, or its agents, will perform the final cleaning and the restoration of the Building. Landlord shall not be required to apply the Security Deposit to any charges or damages for Tenants' failure to perform the promises and agreements of this Lease, but may do so at its option. Landlord's right to possession of the Leased Premises for nonpayment of rent or for any other reason shall not be affected by reason of the fact that the Landlord holds the Security Deposit. The Security Deposit, if not applied toward the payment of damages, repairs, utilities or costs, including attorney fees, and as specified herein, suffered by the Landlord by reason of Tenant's breach of this Lease, shall be returned to Tenants within sixty (60) days from the termination of this Lease. Landlord shall not be required to keep the Security Deposit in a separate fund, but may co-mingle the Security Deposit with its own funds. Holding or applying the Security Deposit to rent, additional rent, or damages caused by Tenants shall not limit Landlord's right to exercise all remedies under this Lease and/or provided by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit. In the event of a bonafide sale of the Premises, subject to Tenant's rights under Section 37, Landlord shall have the right to transfer the security and cleaning deposit to the purchaser to be held under the terms of this Lease, and Landlord shall be released from all liability for the return of the Security Deposit to Tenant.

7. **PARKING AND TENANT OBLIGATIONS.** Tenant shall have the non-exclusive right to use the Parking Lot, and Tenant agrees to seal and stripe the Parking Lot within six (6) months from the Commencement Date. Tenant may not place any signs in front of the Premises reserving parking spaces exclusively for Tenant or the general public.

TBT
clarify

8. **SIGNAGE AND PROMOTIONS.** Tenant may purchase and install, at Tenant's expense, exterior signage identifying Tenant's business. Such signage shall be purchased from a vendor approved by Landlord, and Tenant shall pay for such signage directly to such vendor. Such exterior signage shall be approved in writing by the Landlord and shall be installed on such location as directed and approved by Landlord, in its sole discretion. **The signage shall be approved by Landlord.** Tenant agrees to make all repairs and undertake regular cleaning of its exterior signage, which may be at the request of Landlord.

9. **ELEVATED CROSSWALK/SPEED TABLE.** Within six (6) months from the Commencement Date, Tenant agrees to install two elevated speed tables located on the southside of the driveway between Lot 1 and Lot 2 of the First United Methodist Church of Jonesboro, Inc. Addition on both entrances from Main Street and from Union Street.

10. **QUIET ENJOYMENT.** As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

11. SURRENDER OF PREMISES. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto in a clean condition and in good repair in all respects, reasonable use, wear and tear excepted.

12. USE OF PREMISES. Tenant may only use the Premises for the purpose of conducting city business for the following city departments and divisions: warrants, court services, traffic, community outreach, training, E-911 administration, police administration, and detectives. The Premises may not be used for any other purpose including municipal court or probation offices unless prior written consent of Landlord is first obtained.

} clarify

13. REMODELING OR STRUCTURAL IMPROVEMENTS. In the event that Tenant elects to conduct (at Tenant's sole expense) any remodeling or painting or adding or modifying any electrical, plumbing, or HVAC systems that may be required to use the Premises as specified above, or if Tenant elects (at Tenant's sole expense) to install fixtures and finishes on the Premises that appropriately facilitate its use for such purposes, such remodeling, painting, electrical work, plumbing, or HVAC modifications shall be undertaken and such fixtures and finishes may be installed or erected only (a) with the prior written consent of Landlord based on Interior Plans and Specifications provided by Tenant, which consent shall not be unreasonably withheld, and (b) upon the condition that Tenant shall not permit any liens to be placed against the Premises. At the end of the initial term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures installed by Tenant.

14. TENANT'S MAINTENANCE. Tenant, at Tenant's sole expense, shall have the obligation at all times to maintain the Premises in as good repair as the Premises are at the Commencement Date. This obligation shall include, without limitation, maintenance and repair of the roof, HVAC System, plumbing, electrical, glass, doors, light bulbs, floors, and interior walls, and all other items not specifically delegated to Landlord under this Lease. In the event Tenant replaces the roof, HVAC or electrical systems, Landlord agrees to reimburse Tenant for the unamortized value of such repairs costs at the termination of the Lease, based on the depreciation schedule under the then current U.S. tax code. Tenant shall also be responsible for yard maintenance on the Premises and shall maintain the Parking Lot and the Handicap Parking Area free of debris or trash.

} clarify

15. LANDLORD'S MAINTENANCE. Landlord's obligation for maintenance shall include all maintenance and repair items with respect to the outside walls, foundation, and other structural parts of the Building, including the water and sewer services to the Building.

16. ACCESS BY LANDLORD TO PREMISES. Landlord shall have the right to enter the Premises at reasonable times and on reasonable notice to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, and, during the sixty (60) days preceding the expiration of this Lease, to show the Premises to persons who may wish to lease the same. If Landlord elects, at Landlord's sole option, to make any repairs required to be made by Tenant hereunder, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the lesser of 10% or the maximum legal interest rate allowed by law within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

} check CJIS regulations

17. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all bills and/or assessments for water, sewer, and garbage collection serving the Premises. Tenant shall also be responsible for electricity, cable TV, telephone, fax and internet services serving the Premises. To the extent that Landlord shall be billed for any services by a provider that is not the responsibility of the Landlord, Tenant shall reimburse Landlord for the amount thereof within ten (10) days of being furnished with a statement from Landlord with respect thereto. If the amount due as shown on such statement is not paid when due, it shall bear interest at the maximum legal interest rate allowed by law until paid. Landlord shall not be liable for any damages for failure to furnish any utilities or services when the cause of such failure is beyond the control of the Landlord. Tenant at its sole expense shall install an enclosed fenced area for a garbage dumpster on the Parking Lot to serve the Premises, at such location as approved by the Landlord in its sole discretion.

18. INSURANCE. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant may carry contents coverage insurance on its contents, in Tenant's sole discretion. Landlord is not responsible for any property placed, used or stored on the Premises by Tenant or by any of Tenant's employees, agents, customers, representatives, or clients.

Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value of the Building. Landlord shall be named as the primary insured in such policy. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by an insurance company reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer at least thirty (30) days prior to any termination of such insurance policy. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

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Tenant agrees to provide public liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance in at least \$2,000,000.00 Combined Single Limit. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force and such insurance shall name Landlord as an additional insured. Such insurance policy shall provide that the Landlord receive a minimum of 30 day prior notice of any termination of such insurance policy.

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19. LIMITATION OF LANDLORD'S LIABILITY. Landlord shall not be liable for any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees representatives, clients, customers or other 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 Premises, or from any cause whatsoever except Landlord's negligence.

20. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

21. **ENVIRONMENTAL MATTERS.** Tenant shall at all times operate the Premises in compliance with all applicable laws, rules, regulations, orders, ordinances, judgments and decrees of all governmental authorities with respect to all environmental statutes, rules and regulations.

22. **PERSONAL PROPERTY TAXES.** Tenant shall pay all personal taxes, sales and use taxes, and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, if any.

23. **MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanic's or materialman's liens or any other kind of lien on the Premises. Further, Tenant agrees to give actual advance notice to any contractor, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

24. **ATTORNTMENT.** Tenant shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Landlord's interest in the Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this Lease.

25. **ESTOPPEL CERTIFICATION.** Tenant shall, upon request by Landlord, execute and deliver to Landlord or any designee of Landlord a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) certifying that all conditions under this Lease to be performed by Landlord have been satisfied (except such conditions as shall be stated); (e) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (f) the amount of advance rental, if any (or none if such is the case), paid by Tenant; (g) the date to which rental has been paid, and (h) the amount of any security/cleaning deposit held by Landlord. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord. Landlord's mortgagee and/or purchasers shall be entitled to rely upon the same.

26. **DEFAULT AND REMEDIES.** A default or breach of this Lease on the part of Tenant shall be deemed to have occurred if:

(a) Tenant shall fail to pay Landlord any rent or additional rent or late charges, together with any interest thereon within five (5) business days after Landlord notifies Tenant that it is unpaid.

(b) Tenant shall fail to perform or comply with any of the other covenants or conditions of this Lease within thirty (30) days after notice by Landlord to Tenant specifying the condition to be

performed or complied with; or, if the performance cannot be reasonably had within the 30-day period, Tenant shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance.

(c) Tenant shall fail to deliver any estoppel certification requested by Landlord as provided herein within five (5) business days from the receipt by Tenant of such estoppel certification request.

(d) Tenant (i) shall generally not pay or shall be unable to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it, the Premises or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall indicate, by any act or omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it, the Premises or a substantial part of its assets; or (vi) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

In the event of any default hereunder, Landlord at any time thereafter, may re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and may remove all personal property therefrom. Upon re-entry, Landlord may, at its option, relet the Premises or any part thereof, but Landlord is under no obligation or duty to relet the Premises or to otherwise mitigate its damages resulting from Tenant's breach of the Lease.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be available in respect of any default hereunder.

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

27. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

28. NO WAIVER. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

29. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, acting in its sole discretion. Consent to one assignment or subletting will not be deemed a consent to any other. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease. Landlord may assign this Lease at any time, in its sole discretion.

30. KEYS AND ACCESS CODES. Upon full execution and the payment of the Security Deposit, Landlord will provide Tenant with door keys to all exterior and interior doors and the access codes to the security system. Landlord is not responsible for lost or misplaced keys

31. SUCCESSORS AND ASSIGNS. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the successors, successors-in-title and assigns of the parties hereto, as the case may be.

32. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by physical personal delivery, overnight mail, U.S. postage prepaid, or electronic mail (with read receipt) addressed as follows:

LANDLORD:

FIRST UNITED METHODIST CHURCH OF JONESBORO, INC.
Attn: Chairman of the Board of Trustees
801 S. Main
Jonesboro, AR 72401
Email: Admin@jonesborofumc.org

WITH COPY TO:

Donald L. Parker II, Esq.
P.O. Box 1733
Jonesboro, AR 72403
Email: dparker@phbfirm.com

TENANT:

CITY OF JONESBORO, ARKANSAS
Attn: Mayor Harold Copenhaver
300 S. Church Street, 1st Floor
Jonesboro, AR 72401
Email: hcopenhaver@jonesboro.org

WITH COPY TO:

Carol Duncan, Esq.
City Attorney
300 S. Church Street
Jonesboro, AR 72401
Email: cduncan@jonesboro.org

Such addresses may be changed from time to time by either party by providing notice as set forth above.

33. **ABANDONMENT.** In the event that Tenant vacates or abandons the Premises prior to the termination of this Lease, Tenant expressly authorizes Landlord, at its option, to enter and re-lease the Premises for the benefit of Tenant, without effecting a termination of the Lease, and apply any rent received as a result of that leasing to the amounts due to the Landlord from Tenant under the Lease. **HOWEVER, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY TENANT THAT TENANT'S OBLIGATION TO PAY RENT SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**

34. **TENANT'S PROPERTY.** Upon termination of the Lease or upon vacation or abandonment of the Premises by the Tenant, any personal property left by the Tenant on or in the Premises or surrounding area will be considered abandoned property. Tenant agrees that the Landlord may immediately remove abandoned property and place it in storage at Tenants' expense and may dispose of such property in any way the Landlord deems proper after the expiration of thirty (30) days from the date of termination, vacation, or abandonment of the Premises, which shall be in compliance with applicable laws. Under no circumstances shall the Landlord incur any liability for the loss or damage to such abandoned property.

35. **ATTORNEY'S FEES.** In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, Tenant shall be liable for attorney's fees, costs and expenses incurred by the Landlord.

36. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

37. **RIGHT OF FIRST REFUSAL.** Landlord grants a right of first refusal to Tenant to purchase the premises (or any part thereof) in the event that Landlord enters into a binding contract with any third party for the sale of the Premises (or any part thereof). Landlord shall give Tenant written notice with a copy of such contract and Tenant shall have 30 days to determine whether to exercise its right to purchase the Premises upon the same terms and conditions set forth in such contract. If Tenant elects to exercise its right of first refusal, Tenant shall notify Landlord of its exercise of such right in writing.

38. **MISCELLANEOUS.** If any provision of this Lease shall be held or declared to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it

would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Landlord has the right to waive any one or more breaches of any covenant contained in this Lease and any such one or more waivers shall not be construed as a waiver of any future breaches of this Lease. The Landlord shall have such rights, obligations, and remedies as contained in this Lease, and said rights, obligations, and remedies shall be cumulative and shall not be exclusive of any other rights, obligations, and remedies provided by law. Any grammatical changes shall be implied whenever necessary to change the gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease may not be altered or extended except by written agreement signed by all parties. If this Lease is signed on by more than one person as the Tenants, then the liability of the persons so signing as Tenants will be joint and several.

39. **SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

40. **LAW GOVERNING.** This Lease shall be governed by and construed in accordance with the laws of the state of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first shown above.

LANDLORD:

**FIRST UNITED METHODIST CHURCH
OF JONESBORO, INC.**

By: _____,
Chairman
Board of Trustees

TENANT:

THE CITY OF JONESBORO, ARKANSAS

By: _____

Its: _____