



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Thursday, July 6, 2023

5:30 PM

Municipal Center, 300 S. Church

NOTE: MEETING MOVED TO THURSDAY DUE TO HOLIDAY

PUBLIC WORKS 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 BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

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-23:058

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 20, 2023

Attachments: [CC Minutes 06202023](#)

RES-23:110

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

Sponsors: Parks & Recreation

Attachments: [JETS 2023 Agreement](#)

Legislative History

6/27/23 Finance & Administration Recommended to Council
Council Committee

RES-23:111

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM

Sponsors: Parks & Recreation

Attachments: [SWAT 2023 Agreement](#)

Legislative History

6/27/23 Finance & Administration Recommended to Council
Council Committee

RES-23:112 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 BULLETPROOF VEST PARTNERSHIP THROUGH THE U.S DEPARTMENT OF JUSTICE

Sponsors: Grants, Police Department and Finance

Legislative History

6/27/23 Finance & Administration Recommended to Council
Council Committee

RES-23:113 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 SAFE STREETS AND ROADS FOR ALL GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION

Sponsors: Grants, Engineering, Finance and Mayor's Office

Attachments: [FY23 Safe Streets for All Budget](#)

Legislative History

6/27/23 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

RES-23:109 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO SELL LOT 1 OF KIECH'S 1ST ADDITION TO MASONIC LODGE #657

Sponsors: Land Bank Commission

Attachments: [Signed Offer and Acceptance Contract](#)

ORDINANCES ON FIRST READING

ORD-23:027 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

6/20/23 Public Safety Council Recommended to Council
Committee

ORD-23:028 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ROYAL OAK 237, INC. d/b/a LEMONADE HOUSE GRILLE - JONESBORO TO BE LOCATED AT 237 SOUTH MAIN STREET, JONESBORO, ARKANSAS

Attachments: [Lemonade House Grille Application Redacted](#)

ORD-23:029 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RS-4 TO RS-7 FOR PROPERTY LOCATED AT 5213 E. NETTLETON AS REQUESTED BY WILLIAM CONRAD

Attachments: [Application Packet](#)
[Photos receipts address list](#)
[Sign Photos](#)
[Rezoning Plat](#)
[Staff Summary - C.C.](#)

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-23:026 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 4603 SOUTHWEST DRIVE AS REQUESTED BY AMY NEWBERRY LOVINS.

Attachments: [Application \(3\)](#)
[Plat \(9\)](#)
[Notifications](#)
[Staff Summary - C.C.](#)

Legislative History

6/6/23	City Council	Held at one reading
6/20/23	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

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Agenda Date:

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Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 20, 2023



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, June 20, 2023

5:30 PM

Municipal Center, 300 S. Church

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

PUBLIC SAFETY 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 BY CITY CLERK APRIL LEGGETT

Present 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent 1 - Chris Gibson

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver said, thank you council and again I appreciate Councilmember Moore last week for stepping into my presence. It was much needed time away and I appreciate every one of you all giving me that comfort.

[COM-23:028](#)

PROCLAMATION HONORING THE NETTLETON TRACK AND FIELD TEAM

Mayor Harold Copenhaver said, I stand before you all here today in celebration. We have some individuals in the room and if you would please come forward. I think we have Miss Douglas and KJ Word. Would you please come forward? Okay, if you don't mind, just stand right up there. So, I thought it would be important as we always do is recognize outstanding young individuals, young standouts in our community because not only do you stand out athletically, academically as well and that is key. That is what will pursue your careers through life. So, I want to read this proclamation honoring the Nettleton High School track and field state champions. Whereas two Nettleton High School athletes won state championships in individual competitions last month, Junior Donna Douglas won the Meet of State Champs overall state crown in the girl's shotput and discus setting a new meet record with a discus toss of 147 and 11 inches. It broke the previous record by more than 7 feet and this is a Junior. Her shotput of 44 feet 1.5 inches also beat the meet record. And, Senior KJ Word won the state class A 300 meter hurdles in the time of 40.42. He later finished fourth in the meet of Champions, the best of the best. The athletic success of these two high school students show the drive and dedication that embodies their school and indeed, all of Jonesboro. And, we wish you the continued success and that the hard work and the discipline that created these championships will lead you through life. So, I, there now

for, Mayor Harold Copenhaver, by the city invested in me, the abilities invested in me by the State of the laws of Arkansas do hereby proclaim Donna Douglas and KJ Word honored citizens of the City of Jonesboro, Arkansas. Truly, thank you. We give this to you.

Read

5. CONSENT AGENDA

Approval of the Consent Agenda

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

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

[MIN-23:053](#)

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 6, 2023

Attachments: [CC Minutes 06062023](#)

This item was passed on the consent agenda.

[RES-23:083](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 2301 OAKBROOK FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

Attachments: [Offer and Acceptance - 2301 Oakbrook Drive](#)

This item was passed on the consent agenda.

Enactment No: R-EN-123-2023

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

[RES-23:091](#)

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

Councilmember John Street asked to be recused because of his position on the Board of City Water and Light. Mayor Harold Copenhaver said, duly noted.

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

Aye: 10 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Abstain: 1 - John Street

Enactment No: R-EN-124-2023

[RES-23:092](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 305 Airport Road, Jonesboro, AR 72401; Parcel 01-144153-00600, OWNER: I & C Rentals Inc.

Attachments: [305 Airport Inspection Report](#)
[305 Airport Map](#)
[305 Airport Precondemantion Notice Affidavit](#)
[305 Airport Precondemantion Notice Returned Sig Card](#)
[WIN_20220926_11_08_41_Pro](#)
[WIN_20220926_11_09_03_Pro](#)
[WIN_20220926_11_09_16_Pro](#)
[WIN_20220926_11_18_23_Pro](#)
[WIN_20220926_11_18_43_Pro](#)
[WIN_20220926_11_19_02_Pro](#)
[WIN_20220926_11_20_32_Pro](#)

Code Enforcement Director Scott Roper said, Mayor, Council, we have seen significant improvements on removing this property. If you have been by there, it is the old Diamond Grill. We would like for it to be tabled for three months. We believe in three months it will, probably sooner than that, be completely removed prior to that. Councilmember Chris Moore asked, Mr. Roper, how long is this time period if we continue? Doesn't he have 45 days to complete cleanup. Mr. Roper said, yes sir, but, I mean, there is still, I mean, most of the structures, there is only metal basically left, but I think three months gives them a little bit of leeway. You know, David Cooley has been working closely with them I think and we would like to suggest three months. Obviously, I'm sure. I think we believe it will be done sooner than that. Councilmember Moore said, well, I mean if he needs 90 days and he gets 45 with us continuing here, what about, I mean we have the discretion if you come back in 45 and ask for a continuation, we can do that for you. Mr. Roper said, sure. Councilmember Moore said, so why don't you keep an eye on him or them and if you think they are making significant progress within that 45 day time period, come back and then we can consider an extension at that point. Mr. Roper said, okay.

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;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: R-EN-125-2023

[RES-23:093](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 309 Mockingbird Cove, Jonesboro, AR 72401; Parcel: 01-144303-28100, OWNER: Gateway Mortgage Group, LLC.

Attachments: [309 Mockingbird Inspection Report](#)
[309 Mockingbird Map](#)
[309 Mockingbird Precondemnation Notice Affidavit](#)
[309 Mockingbird Precondemnation Returned Sig Card](#)
[WIN 20220712 15 06 54 Pro](#)
[WIN 20220712 15 07 09 Pro](#)
[WIN 20220712 15 10 12 Pro](#)
[WIN 20220712 15 11 13 Pro](#)
[WIN 20220712 15 12 45 Pro](#)
[WIN 20220712 15 16 01 Pro](#)
[WIN 20220712 15 16 27 Pro](#)
[WIN 20220712 15 16 47 Pro](#)
[WIN 20220712 15 17 05 Pro](#)

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;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: R-EN-126-2023

[RES-23:094](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 812 Sweetheart Lane, Jonesboro, AR 72401; Parcel: 01-144061-06800, OWNER: Tony Tilley

Attachments: [812 Sweetheart Precondemantion Notice Returned Sig Card](#)
[812 Sweetheart Inspection Report](#)
[812 Sweetheart Map](#)
[812 Sweetheart Precondemnation Notice Affidavit](#)
[WIN 20220722 10 40 45 Pro](#)
[WIN 20220722 10 41 16 Pro](#)
[WIN 20220722 10 41 37 Pro](#)
[WIN 20220722 10 42 04 Pro](#)
[WIN 20220722 10 42 34 Pro](#)
[WIN 20220722 10 43 33 Pro](#)
[WIN 20220722 10 45 11 Pro](#)

Code Enforcement Director Scott Roper said, we were in contact with the owner today and he has injured his back today. So, he has actually headed back. He lives out of state. He has been doing this by himself and would appreciate the opportunity to have three months to get it done. We don't believe he can get it done in 45 days. He believes he won't be back for 2-3 weeks and once his back starts feeling better, but he is very pleased with the progress he has made as well. And, we would like to request that it be tabled for three months. Councilmember Chris Moore said, I would make the same comment, that as we approach the 45 day mark, if you think he is continuing to make progress, then you can ask for an extension. I would think we would be open to giving him whatever time he needs as long as you think he is making progress. Mr. Roper said, we don't believe he will be done in 45 days. But, he has kept

to his word. It was three trailers and he has taken them completely down. Basically, what is left is the frames. He's got some windows and stuff. But, we have been monitoring regularly. He has been very good at communicating. Actually, he called us today and said, hey, I've got an issue going on with my back. I am not going to be back for at least two to three weeks. We don't feel that he will have this property ready in 45 days.

Councilmember Moore asked, how many more council meetings madam clerk do we have between now and the next 45 days? I would assume that we have at least two. Do we have a third meeting? City Clerk April Leggett said, we will have the 6th and 18th of July, the 1st of August and then I believe the 15th, but I think that would be beyond the 45 days. Councilmember Moore said, my only point is I'm hesitant to give somebody an extension until their time has run out. I mean to give an extension on the front end, I don't know that that's productive. Mr. Roper said, and I would agree with you if the guy had not been progressing along and doing everything. He is a one man show. He lives in Ohio. He's been down here and has been doing everything he has said he's been up to at this point. And, great communication. Councilmember Moore said, we have two more council meetings for sure within that 45 day time period. Would you be opposed to waiting to the second one and then asking for it at that time? Mr. Roper said, I will do whatever the council would like to do. I don't believe it will be ready in 45 days. I would prefer on this one to set it out three months because of the progress he has made and the communication he has made and doesn't believe that it can be done in 45 days.

Councilmember Joe Hafner said, Mayor, I have a question, just as a point of clarity. If it is not on the agenda, how do we ask for a continuance at that time? City Attorney Carol Duncan said, Code Enforcement is going to have to get it back on the agenda if you don't do the continuance. Otherwise, it would come up automatically. Councilmember Moore said, we have a provision in our ordinance that gives Scott the ability to ask for more time at any point as long as he thinks they are making significant progress. So, at the second council meeting from now, if Scott comes back and says they are still making significant progress. His back is better, but we think he needs 60 more days at that point, we can give him that or we can give him six months. Councilmember Hafner said, I just didn't know if it had to be listed on the agenda in order for Scott to ask for it. Councilmember Moore said, I believe Scott would have to come back and request additional time. Councilmember Hafner asked, prior to, like by the Thursday at 10 o'clock for it to be back on the agenda? Councilmember Moore said, that is correct. Councilmember Hafner said, I just wanted to be clear on that because if that is the way we go, I just want to make sure there is no misunderstanding and we miss it because of a procedural error. Councilmember Moore said, I think we can give him up to six months on two separate occasions. I think we can extend his time up to a year as long as Scott says. Ms. Duncan asked, Chris, are you anticipating that that would go back on the agenda as a motion for reconsideration? Because it is going to be passed. Councilmember Moore said, well, no. It won't be reconsideration in that original ordinance, the head of Code Enforcement has the right to come back and ask for additional time. I would expect that Scott would come back at the second meeting and say he needs additional time, he's making significant progress. Ms. Duncan asked, how would it appear on the agenda is what April is asking. Councilmember Moore said, well, I don't know how it would appear. I would assume that any councilmember or the Mayor could probably have it under their business at the end. I mean it is not an ordinance or a change to the ordinance. It is simply a continuation or an understanding. I mean I don't know what the position would be on that. We are not going to issue a new ordinance. Councilmember Hafner said, it is a continuation.

Mr. Roper said, and we do have a few more like this. What we have seen. Just to give it to you briefly, we have had our team and David Cooley has been very successful with working with people on these condemnations instead of us having to take them down, the owners taking them down which of course saves the city money. But, we have seen in some of these, they don't have a great deal of money and they are doing it on their budget and so, we are working with them in this case trying to extend it out a little bit of time to help them so the city doesn't bear the responsibility. Councilmember Moore said, and I am not opposed at all to giving an extension Scott. I am just opposed to giving it on the front end until they have exhausted the amount of time that they are supposed to be working on it because something might change in that 45 day period. They might quit working on it. You know, regardless of what they tell you, they might quit working on it. Mr. Roper said, sure, and I would agree with you, but I am just saying these structures are significant. There is nothing left. There's frames and a bunch of stuff in the yard and you know I don't think it would take, but he doesn't believe he can get it done in 45 days.

Councilmember Mitch Johnson said, I think I could see both sides to the question here. But, yeah, they might stall for time if we go ahead and extend it, but as we are giving our confidence in Mr. Roper to come back to us and ask for an extension with significant progress. I think if we don't get ourselves in a repetitive state here, if he comes before us as is tonight and makes the recommendation that he feels that's the way it should be, then we certainly shouldn't ignore that, but we shouldn't make it a habit either. Mayor Harold Copenhaver said, Scott, you also mentioned that there's possibility of several more. Mr. Roper said, we have got several others that we were going to request. Councilmember Moore stated, you have got to remember the people aren't on this list because they have a good track record of keeping up their property and doing what they've promised. That is how you wind up before the council with your property being condemned. I don't know this particular person. I don't. I mean it's not that. I'm just saying we should keep them. Once we are at the point where the city has had to take action, we should stay on them fairly hard. Mr. Roper said, that is right and I would also agree too that I think our team and David Cooley deserves a lot of credit to get where we are at because we were not dealing with this last year. You know, what we are doing is that we are bringing properties that have been ignored and we are bringing them up and we are working with people trying to get these properties down. And, obviously, we have been taking others down and at the city's expense, but we have a few people that have shown. I mean, if you look at these properties, you might even agree that we don't, we could let them go right now and sign off on them. But, we won't do that just yet. I mean that's how far. I mean there's nothing left. All that is left is frames of trailers, but they are still there. And, I don't want to get somebody to sign off on it and then not be responsible for cleaning it up. Councilmember Johnson said, that is exactly right.

Councilmember Hafner stated, I still haven't heard a good answer on how this gets back on the agenda. And, that is the part that troubles me. If it's not back on the agenda automatically to do the extension at that point and Scott gets busy or he is sick and he is out and he misses the 10 o'clock deadline, then the property owner is going to get their house condemned. Ms. Duncan said, well, it will already be condemned. Councilmember Hafner said, I know, but they are not going to get the opportunity to get that extension that they otherwise would have. Councilmember Moore asked, did you read that particular provision? Does it give Scott the authority to make that decision on his own? Ms. Duncan said, I will have to look. Councilmember Moore said, it may give Scott the authority to do that without us approving it.

Chief Operating Officer Tony Thomas said, it doesn't appear that it does. It says that the City Council may grant upon written recommendation from Code Enforcement Officer with cause shown grant one extension not to exceed six months and then it continues on with an additional six months. So, it just says a written recommendation to the City Council and we just have to figure out how to get that written recommendation to the Clerk and on the agenda. City Clerk April Leggett said, if it is passed, yes, that is what I am having a difficult time with too. If it is passed, it is passed. Councilmember Moore said, Carol would be right then. It would be a motion to reconsider would be required. Ms. Duncan said, that is what I am thinking. Councilmember Moore said, so we could do a motion to reconsider at that time, but we also should consider changing the ordinance to give Scott that ability to make that decision on his own. Well, I mean if we have 45 days built into the schedule for somebody to comply, maybe we go on and give Scott the ability to make another 45 day extension before it would come back to the Council for additional time.

Councilmember LJ Bryant asked, do we have a motion or not? We do have a motion. Councilmember Moore said, we have a motion and a second to condemn. Mayor Copenhaver said, we have a motion for discussion. Councilmember Bryant said, I call for the question. Mayor Copenhaver asked, what is your question? Councilmember Bryant said, oh no, I'm not calling for the question. I'm calling for the vote. Ms. Duncan said, a vote on the original motion to condemn.

Councilmember Janice Porter said, pardon me. I am confused as to what we are voting on exactly. Mayor Copenhaver said, we are voting on the original condemnation. Ms. Duncan said, not the extension. Councilmember Porter asked, if I vote yes, he has 90 days or he has 45 days? Ms. Duncan said, if you vote yes, it is condemned today. Councilmember Porter said, I see. Councilmember Moore said, and he has 45 days to comply. And, then, Scott can come back within that 45 day period and we can reconsider and grant additional time.

Councilmember John Street said, I do agree with you Councilmember Moore. We ought to go back and look at the ordinance and give Scott the discretion to do that without having to come back. I mean, he has done a great job. In this respect, I trust him implicitly and I believe he would do the right thing in the best interest of the city and all parties involved. So, I would love to see us go back and reconsider that and make it where Scott does have the discretion to make that decision on his own. Mayor Copenhaver said, we do have a motion on the floor at this point in time. Thank you for your comments Council.

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

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: R-EN-127-2023

[RES-23:095](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1204 Warren Street, Jonesboro, AR 72401; Parcel: 01-144074-13800, OWNER: The Heirs at Law of Donald Greer, deceased

- Attachments:** [1204 Warren Inspection Report](#)
 [1204 Warren Map](#)
 [1204 Warren Precondemnation Notice Affidavit](#)
 [1204 Warren Precondemnation Returned Sig Card](#)
 [WIN_20230118_11_37_54_Pro](#)
 [WIN_20230118_11_38_22_Pro](#)
 [WIN_20230118_11_38_35_Pro](#)
 [WIN_20230118_11_40_07_Pro](#)
 [WIN_20230118_11_40_46_Pro](#)

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;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: R-EN-128-2023

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

[ORD-23:026](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 4603 SOUTHWEST DRIVE AS REQUESTED BY AMY NEWBERRY LOVINS.

- Attachments:** [Application \(3\)](#)
 [Plat \(9\)](#)
 [Notifications](#)
 [Staff Summary - C.C.](#)

Held at second reading

ORDINANCES ON THIRD READING

[ORD-23:021](#) AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

- Attachments:** [ACT435 2021](#)

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

vote.

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: O-EN-026-2023

[ORD-23:022](#)

AN ORDINANCE BY 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 John Street, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: O-EN-027-2023

ITEMS THAT HAVE BEEN HELD IN COUNCIL

[RES-22:147](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 3011, 3013, 3015, & 3017 N Church St. Jonesboro, AR 72401 Parcel #: 01-154312-01100; OWNER: Michael P. Davis

- Attachments:**
- [3017 N Church Inspection Report](#)
 - [3017 N Church Map](#)
 - [3017 N Church Supplemental Inspection Report](#)
 - [Notice of Violation Certified](#)
 - [Notice of Violation Returned Back](#)
 - [Notice of Violation Returned Front](#)
 - [Precondemnation Notice](#)
 - [3011 N. CHURCH](#)
 - [3013 N. CHURCH \(1\)](#)
 - [3013 N. CHURCH \(2\)](#)
 - [3013 N. CHURCH \(3\)](#)
 - [3013 N. CHURCH \(4\)](#)
 - [3015 N CHURCH \(1\)](#)
 - [3015 N CHURCH \(2\)](#)
 - [3015 N CHURCH \(3\)](#)
 - [3015 N CHURCH \(4\)](#)
 - [3015 N CHURCH \(5\)](#)
 - [3015 N CHURCH \(6\)](#)
 - [3015 N CHURCH \(7\)](#)
 - [3015 N CHURCH \(8\)](#)
 - [3015 N CHURCH \(9\)](#)
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 - [3015 N CHURCH \(12\)](#)
 - [3015 N CHURCH \(13\)](#)
 - [3015 N CHURCH \(14\)](#)
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[3017 N. CHURCH SHED 1 \(10\)](#)

[3017 N. CHURCH SHED 1 \(11\)](#)

[3017 N. CHURCH SHED 1 \(12\)](#)

[3017 N. CHURCH SHED 1 \(13\)](#)

Mayor Harold Copenhaver said, we have come so far with where we are and I appreciate Scott and his entire team when we get positive remarks from the public and I appreciate your engagement with them. And, I know you are taking these individuals very seriously with what they do.

Code Enforcement Director Scott Baxter said, we have given this gentleman an extension of six months and he has done almost nothing. That being said, he is in the military and his time was extended which he did not plan to have extended. He has gotten back. He has pulled his permit, I think within the last few days. We would like to ask for his last and final extension of six months and for it to be tabled for six months. Councilmember Chris Moore asked, when you say he pulled a permit, is it a permit to repair the structure? Mr. Roper said, that is my understanding. That is correct. I think he is trying to repair it. I mean it is in bad shape, but it is repairable. Councilmember Moore stated, okay. So, maybe somebody from the department head, but I believe his permit is good for a year. So, I believe as long as his permit is valid, he will have a year to complete his construction if he bought a permit. Mr. Roper said, he did buy a permit. Councilmember Moore said, a building permit in the City of Jonesboro is... Mr. Roper intercepted and stated, it is not a building permit, I don't know what to say, it's not a building permit, it is a remodel permit. Councilmember Moore said, either way, it's good for a year. So, I mean, you can keep an eye on him. If he quits making progress, you can come back, but by purchasing the permit, submitting the application and purchasing the permit, he has up to a year now to complete construction. Mr. Roper said, sure. He has done nothing to the property. I'll say that. But, I also felt, we felt when we discussed this as a team is that the guy is in the military and he has been communicating with us. But, make no mistake, he has done nothing with the property.

Councilmember Joe Hafner asked, with what Mr. Moore said and him having a year, what actually are we voting on right now? Councilmember Moore said, condemnation. Mr. Roper asked, so can we condemn the property if he's got a permit? Councilmember Moore said, I think we had that conversation once before Carol. Purchasing the permit did not alleviate you of your responsibility on condemnation. It did give you an opening that if Scott wanted to extend it up to a year, but I don't think it stops condemnation. Mr. Roper said, yes sir, I believe he was granted a permit. Councilmember Moore said, I am not opposed Carol to making a motion to continue it to the next council meeting and we can get all of the information. Mr. Roper said, also we could see if there's any progress being made. Chief Operations Officer Tony Thomas said, that was Tim Renshaw, our Chief Building Official, and he just wanted to make sure that we convey that permit would only be good for six months or 180 days. Councilmember Moore said, six months, okay.

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: 10 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

Nay: 1 - Janice Porter

Absent: 1 - Chris Gibson

Enactment No: R-EN-129-2023

[RES-22:221](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO CONDEMN PROPERTY LOCATED AT: 2109 Brazos St. Jonesboro, AR 72401
Parcel #: 01-144281-49400

- Attachments:** [2109 Brazos Inspection Report](#)
[2109 Brazos Map](#)
[2109 Brazos Cert Board & Secure](#)
[2109 Brazos Cert Notice of Violation Returned Sig Card](#)
[2109 Brazos Cert Notice of Violation](#)
[WIN 20220622 14 21 35 Pro](#)
[WIN 20220622 14 21 45 Pro](#)
[WIN 20220622 14 21 57 Pro](#)
[WIN 20220622 14 25 52 Pro](#)
[WIN 20220622 14 25 55 Pro](#)
[WIN 20220622 14 26 00 Pro](#)
[WIN 20220622 14 26 03 Pro](#)
[WIN 20220622 14 26 17 Pro](#)
[WIN 20220622 14 26 20 Pro](#)
[WIN 20220622 14 26 26 Pro](#)
[WIN 20220622 14 26 29 Pro](#)
[WIN 20220622 14 26 44 Pro](#)
[WIN 20220622 14 26 48 Pro](#)
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[WIN 20220622 14 28 27 Pro](#)
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[WIN 20220622 14 28 34 Pro](#)
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[WIN 20220622 14 28 58 Pro](#)
[WIN 20220622 14 29 02 Pro](#)
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[WIN 20220622 14 29 14 Pro](#)
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[WIN 20220622 14 54 39 Pro](#)

City Attorney Carol Duncan said, it is my understanding that there is a request to table this indefinitely. I can read it, but that is my understanding if we would like to have that explanation and motion made before I read it or I will read. Code Enforcement Director Scott Roper said, that is correct Carol. We would request that this be tabled indefinitely. Ms. Duncan said, it is cleaned up.

A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

[RES-22:222](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 3206 Fairview Dr. Jonesboro, AR 72401
Parcel #: 01-144281-29000

- Attachments:** [3206 Fairview Inspection Report](#)
[3206 Fairview Map](#)
[3206 Fairview Cert Notice of Violation](#)
[3206 Fairview Returned Cert Notice of Violation](#)
[WIN 20220812 10 46 57 Pro](#)
[WIN 20220812 10 47 01 Pro](#)
[WIN 20220812 10 47 11 Pro](#)
[WIN 20220812 10 47 17 Pro](#)
[WIN 20220812 10 47 39 Pro](#)
[WIN 20220812 10 47 41 Pro](#)
[WIN 20220812 10 48 10 Pro](#)
[WIN 20220812 10 48 13 Pro](#)
[WIN 20220812 10 48 16 Pro](#)
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[WIN 20220812 10 51 55 Pro](#)
[WIN 20220812 10 52 12 Pro](#)

Code Enforcement Director Scott Roper said, we would request that this be tabled indefinitely.

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

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

[RES-23:073](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO CONDEMN PROPERTY LOCATED AT: 1907 Irby St. Jonesboro, AR 72401; Parcel #: 01-144223-08200; OWNER: Robert P. & Agnes M Cowles

Attachments: [1907 Irby Certified Notice of Violation](#)
[1907 Irby Inspection Report](#)
[1907 Irby Map](#)
[1907 Irby Returned Signiture Card for Notice of Violation](#)
[WIN 20220824 09 45 38 Pro](#)
[WIN 20220824 09 45 51 Pro](#)
[WIN 20220824 09 46 05 Pro](#)
[WIN 20220824 09 46 25 Pro](#)
[WIN 20220824 09 46 30 Pro](#)
[WIN 20220824 09 51 23 Pro](#)
[WIN 20220824 09 51 44 Pro](#)

Code Enforcement Director Scott Roper said, actually the owner is here. The house is completely gone. There is a rather large pile of bricks and there is also another pile of wood. He has had some family medical issues and has not been able to complete the project. He has done everything that we have asked him to do. He has not had enough time. I think resources are an issue too on getting the pile of bricks and the wood removed, but he is working on it. We would like to request that this be tabled for three months.

A motion was made by Councilperson Chris Moore, seconded by Councilperson John Street, that this matter be Postponed Temporarily. The motion PASSED with the following vote.

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

I would just like to state Council that this past week, I attended the Arkansas Municipal League (AML) Convention. It was held in Little Rock. We had strong representation there. We had several councilmembers in attendance. I would like to thank Dr. Charles Coleman, John Street, Janice Porter, Dr. Anthony Coleman, and Chris Gibson for their participation. Dr. Charles Coleman and John Street have been long time attendees and they have learned a lot about leading a city through the years and I want to say thank you to your commitment to our city and AML.

We have learned a lot there. I am honored to serve on the Executive Committee serving large, first-class cities in the state of Arkansas. What we do? We have 499 cities that are represented there. We had over a thousand attendees at the convention. But, it gives us the ability as councilmembers and Mayor and staff to visit with other communities and other leaders to see what they are doing. The great thing is, and I think many councilmembers here, the state of Arkansas, hold Jonesboro in very high accord when it comes to projects, what we are doing and the interest level is very high and that always makes me proud. I know it does you all as well when you attend.

I also want to give you updates on recent overlay applications which I hope you have

seen throughout the community. It has been phenomenal how quickly we have been able to achieve this. I want to say thank you to Atlas Asphalt. They have completed all but one street and that one just needs a little bit of work. So, our streets are looking better and I appreciate you approving the extra funding that we requested.

We have been authorized now to begin soliciting bids on the hybrid JET buses. That was an FTA grant totally more than one million dollars that we received a year ago. And, as you all are well aware Council, it takes time to move through that process. So, I am very pleased to hear that. The timing is perfect because it will be another year before we currently have a new fleet intact. Our current fleet is aging.

We received final authorization for bids on Creath Street for Downtown to Arkansas State Connector Trail. Thank goodness. Craig, what is the date on that in which we anticipate the bids to be open? Engineering Director Craig Light said, July 12th. Mayor Copenhaver said, July 12th, that is good news. We should have those bids in and I am more than ready to get going on it.

One grant we didn't win this year was the overpass on Gee Street, but we will be back at it again next year for that application.

I want to highlight one City Councilmember who went above and beyond in the recent care of an elderly resident. Councilmember Janice Porter had been working with a woman who lives in an upstairs complex and needed a ramp to get her wheelchair out of her house. Mrs. Porter found the donors, builders, and even went to the POA meeting to help ensure the citizen has the ability to get in and out of her home. So, I want to say thank you to Councilmember Porter. This is the kind of work that defines what Public Service is about.

9. CITY COUNCIL REPORTS

Councilmember John Street said, Mayor, I would ask that we, I move in the form of a motion that we move Public Works to 5:00 p.m. on July 6, 2023 because of the 4th of July. That is the first Tuesday July meeting. We might as well go ahead and I don't know if you need two motions, but I would motion to move the City Council meeting at 5:30 p.m. to Thursday, July 6, 2023. City Attorney Carol Duncan said, we already did the Council. Councilmember Joe Hafner said, we have already done the Council. Ms. Duncan said, we may have already done yours too, but I know we did Council. Councilmember Street asked, oh, did we? Well, I need Public Works if we haven't. I didn't recall we did that. Councilmember Chris Moore seconded the motion. All voted aye.

Councilmember Street said, like you, I thought the attendance at the Municipal League was really good and in fact, it was back to pre-pandemic levels. There were a lot of good speakers. There were a lot of good things presented. I am glad they were able to go back and present the number of sessions on Thursday afternoon that they did. Mayor Copenhaver said, thank you.

Councilmember Mitch Johnson said, I guess in some of the confusion tonight and some positive comments by Councilmember Moore and our faith in Mr. Roper. Since most of these things come before Public Safety, I would kind of like to see us revamp this a little bit as we were discussing. I don't know if that amendment to an ordinance would have to come to Public Safety before or not. If it does, I guess as Public Safety Chair, I would like to ask that we do that as soon as possible. Mayor Harold Copenhaver said, absolutely, duly noted on that. I concur.

Councilmember LJ Bryant stated, I will just say that the trails at Craighead look really good. And, I mean it's amazing to see how many kids and stuff is out there. I mean, I've got a picture of just all those kids. I mean, you wouldn't even think you were in Jonesboro. I mean it was amazing how quick that got utilized. It is kind of like Field of Dreams, you build it and they will come, you know. So, we're making a lot of good progress. And, I am not going to talk about the pay issue at all, but I will just say that when you look through the list, pay a side, pay is certainly an issue, but that's not what I'm talking about. When you look through the list, I mean we do still have people moving strictly for quality of life issues. And, I had an officer after the meeting say, you know, they're looking at Fayetteville, not anything to do with the police, it was strictly that his wife was moving up there and quality of life. So, we have just got to keep working on those things and I know we're making progress.

Councilmember Joe Hafner said, just a couple of things real quick. Number one, as far as the pay issue, obviously as Chair of the Finance Committee, I would like to be a part of those discussions and kept in the loop. As we all know, time is of the essence. I know the Mayor has been doing some work on this so hopefully it won't take too long to figure out. And, as I have been harping on and the Mayor probably gets tired of hearing from me sometimes, but I need to make sure this addresses both, you know, the attraction of new officers and the retention of our most experienced officers because that is very important. The other thing that I have got at either the last Council meeting or a couple of Council meetings ago, I asked about getting a meeting setup speaking of the trails of the One Jonesboro Committee and I didn't know if there had been any progress made on trying to select a date for that. Mayor Harold Copenhaver said, not at this point, but I will follow up with you on that. Councilmember Hafner said, thank you.

Councilmember David McClain, said the only thing I had and we keep speaking about quality of life and trails and things, do we have an anticipated or any progress on trail coordinator? Mayor Harold Copenhaver said, we are working through that at this point. I believe in our Monday morning discussion, Craig and I had further discussions on that. Obviously, we're going to be looking at amendments, probably to bring back to Council on how we can apply and provide additional opportunities so we can have applicants apply. Councilmember McClain asked, in terms of bringing back so we can have additional funding, I guess, for that position. Mayor Copenhaver said, that is a possibility. Councilmember McClain said, okay, thank you.

Councilmember Chris Moore said, sure, I like to kick a dead horse. So, let's just pick up where Mitch left off. Specifically Mayor, what I would ask is that your department prepare an amendment to the condemnation ordinance giving the Director of Code Enforcement the authority to extend the condemnation time period 45 days without Council authority. So, if you will present that to the Public Safety Committee, we will move on it. Mayor Harold Copenhaver said, it is good conversation Council. So, thank you. Councilmember Moore said, oh, yeah and I have no doubt that they are making good progress. I see it in my neighborhood every day. I just have doubt that some people are going to fulfill and follow through. Mayor Copenhaver said, thank you Councilmember. Councilmember Moore said, thank you Mayor.

Councilmember Brian Emison said, I just have a few things in regards to the Public Safety meeting that we had earlier. It wasn't a question, but we had already gone over time. I would also like to be in on those talks. You know, I also have a lot of family members that have been law enforcement through the years so I feel particularly close to those, that group of individuals and also have the pleasure of serving on Finance as

well. So, I would like to see if I can help out in any way especially since they are nice enough to help us whenever we call for them. In regards to the overlay, I do have to brag on Wood Street. I mean, it's like a whole new world when you turn up there so that has been fantastic and Atlas Asphalt has done fantastic with that. Also, earlier from this evening, we had a special called Nominating & Rules Council Committee meeting. I would like to go ahead and walk on RES-23:107 for a vote tonight.

Councilmember Brian Emison motioned, seconded by Councilmember Chris Moore, to suspend the rules and walk on RES-23:107. All voted aye.

Councilmember David McClain asked, is Mallory Hurt White replacing someone? Mayor Harold Copenhaver said, she will be replacing her father. Councilmember McClain said, okay, thank you. Mayor Copenhaver said, you bet.

Councilmember Chris Moore motioned, seconded by Councilmember Janice Porter, to adopt RES-23:107. All voted aye.

Mayor Copenhaver said, Councilmember Emison, on your comments, our door is open for every councilmember. This is an inclusive conversation and I want it to be. So, please come forward if you have some concerns and questions and we would like to address those. So, thank you for your comments. Councilmember Brian Emison said, you bet Mayor.

Councilmember Janice Porter said, I am very thankful for the opportunity to attend the Arkansas Municipal League meeting. It made it clear to me that Jonesboro stands out in two areas in particular. Social Media, everything is best practices according to the training I received. And, our adherence to the FOIA regulations is spot on. And, I am very proud of that. Mayor Copenhaver said, thank you for your comments.

[RES-23:107](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

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

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Enactment No: R-EN-130-2023

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

Aye: 11 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Chris Gibson

Harold Copenhaver, Mayor **Date:** _____

Attest:

April Leggett, City Clerk **Date:** _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:110

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

WHEREAS, Jonesboro JETS Inc. ("JETS") is an Arkansas not for profit corporation organized to promote youth and adult sports activities through the operation of its swim programs; and,

WHEREAS, the City of Jonesboro ("CITY") is the owner of that certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and,

WHEREAS, JETS and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro JETS, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

I. Term

- a) The term of this Agreement is for a period of (1) year commencing on the Effective Date.

II. Use of Facilities by JETS

- 1) During the period of May 29th, 2023 to November 30, 2023 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Parks Director no later than 30 days prior to the requested reservation.
- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Parks Department has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for

each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Parks Department. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by JETS, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Parks Department.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Parks Department. JETS shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - i) Maintain and repair parking areas.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, JETS may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by JETS to CITY under Article IV. In no event shall CITY be obligated to JETS for any monetary damages.

IV. Obligations of JETS

JETS shall:

- 1) Pay an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool up to 100% depending on negotiated schedules.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.

- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to Facilities shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.
- 11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs, exception will be service dogs.
- 12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.
- 13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:
 - Current by-laws of JETS
 - Proof of insurance and indemnification
 - List of current officers and board members of JETS with addresses, phone

numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

- Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.

V. Default of JETS

a) If JETS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of JETS and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if JETS defaults in performance of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or expenses incurred by the JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may terminate this Agreement.

VII. Assignability and Exclusivity

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

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by

registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

JETS

By: _____
Name: _____
Title: _____

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

JONESBORO JETS

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:111

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS
TEAM

WHEREAS, SHARK WAVE AQUATICS TEAM.("SWAT") is an Arkansas not for profit corporation organized to promote youth and adult sports activities through the operation of its swim programs; and,

WHEREAS, the City of Jonesboro ("CITY") is the owner of that certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and,

WHEREAS, SWAT and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by SWAT and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro SWAT, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

SHARK WAVE AQUATICS TEAM (SWAT)

I. Term

- a) The term of this Agreement is for a period of (1) year commencing on the Effective Date.

II. Use of Facilities by SWAT

- 1) During the period of May 29th, 2023 to November 30, 2023 during the Term of this Agreement, SWAT shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) SWAT shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Parks Director no later than 30 days prior to the requested reservation.
- 3) SWAT understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. SWAT understands that the Parks Department has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by SWAT and all SWAT sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to SWAT for use of the Facilities. The keys may not be reproduced or duplicated by SWAT. One key shall be issued to the Head Coach of SWAT and one key to the assistant coach/board president for use during the Primary Usage Period. SWAT agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. SWAT will be charged a fee of \$25 for

each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

- 7) SWAT understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by SWAT during the Primary Usage Period or otherwise. SWAT will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Parks Department. SWAT is solely responsible for their equipment and the CITY is not responsible for any loss or damage to SWAT equipment used and/or stored at the Facilities.
- 8) If SWAT should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, SWAT shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall SWAT have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) SWAT shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by SWAT, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 11) SWAT must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by SWAT. A copy of said rules can be obtained from the Parks Department.
- 12) SWAT shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) SWAT shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. This shall include any advertisement of SWAT activities or any sponsorships of any events held at the Facilities or otherwise. SWAT shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Parks Department. SWAT shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - i) Maintain and repair parking areas.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, SWAT may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by SWAT to CITY under Article IV. In no event shall CITY be obligated to SWAT for any monetary damages.

IV. Obligations of SWAT

SWAT shall:

- 1) Pay an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool or up to 100% depending on negotiated schedules.
- 2) SWAT shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) SWAT shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) SWAT is responsible for any of their items stolen or damaged, during the course of the year.

- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the SWAT program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. SWAT hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) SWAT agrees to be solely responsible for any and all damages related to and arising out of SWAT use of the Facilities during the term of the Agreement when the Facilities are being used by SWAT. This includes, but is not limited to, any and all persons associated with SWAT who use the Facilities during the terms of the Agreement. SWAT agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to Facilities shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish SWAT right to seek recourse against those persons causing the damage.
- 11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs, exception will be service dogs.
- 12) Activity initiated by SWAT Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to SWAT.
- 13) Prior to the commencement of the Primary Usage Period, SWAT will provide to the CITY:
 - Current by-laws of SWAT
 - Proof of insurance and indemnification
 - List of current officers and board members of SWAT with addresses, phone

numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

- Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.

V. Default of SWAT

a) If SWAT defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, SWAT fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of SWAT and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if SWAT defaults in performance of this Agreement, and after written notice from CITY, SWAT fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from SWAT, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then SWAT may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or expenses incurred by the SWAT in the performance thereof shall be deducted from the amounts required to be paid by SWAT to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from SWAT, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then SWAT may terminate this Agreement.

VII. Assignability and Exclusivity

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

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by

registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

SWAT

By: _____
Name: _____
Title: _____

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

SHARK WAVES AQUATICS TEAM (SWAT)

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

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:112

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 BULLETPROOF VEST PARTNERSHIP THROUGH THE U.S DEPARTMENT OF JUSTICE

WHEREAS, applications are now being accepted for the FY2023 Bulletproof Vest Partnership (BVP); and

WHEREAS, the FY2023 BVP is funded by the Department of Justice and requires a 50% local match; and

WHEREAS, the Jonesboro Police Department (JPD) seeks funding toward the purchase of 39 bulletproof vests, of which \$33,788.04 is federally funded and \$39,507.00 is the local match. (Federal funds do not cover \$5,718.96 in sales taxes for this grant.)

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

SECTION 1: The City of Jonesboro, Arkansas, supports the application for federal funding of \$33,788.04 toward the purchase of 39 NIJ-compliant bulletproof vests for JPD.

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

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 grant.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:113

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 SAFE STREETS AND ROADS FOR ALL GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION

WHEREAS, applications are now being accepted for the FY2023 Safe Streets and Roads for All (SS4A) grant program; and,

WHEREAS, the FY2023 SS4A program is funded by the U.S. Department of Transportation and requires a 25% local match that includes in-kind investments; and

WHEREAS, Arkansas State University has agreed to partner with the City of Jonesboro on the match amount for a portion of the project bordering university campus; and

WHEREAS, the total project cost is \$5,091,244 and the City of Jonesboro is requesting \$3,818,433 in USDOT funding and will provide a local match of \$1,272,811; and,

WHEREAS, the grant is for new street lighting on Johnson Avenue from North Main Street to Red Wolf Blvd; and pedestrian infrastructure improvements from Johnson Avenue to Alpine Street on Highway 141, also known as N. Main Street.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY23 Safe Streets for All application to the U.S. Department of Transportation for new street lighting on Johnson Avenue and pedestrian infrastructure improvements on Highway 141 (N. Main Street); and,

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

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 grant.

FY23 Safe Streets for All Projects	Federal	Total	Local (25%)
Project 1: Johnson Lighting Project	\$ 2,715,933.00	\$ 3,621,244.00	\$ 905,311.00
Project 2: Hwy 141 Project	\$ 1,102,500.00	\$ 1,470,000.00	\$ 367,500.00
Grand Total	\$ 3,818,433.00	\$ 5,091,244.00	\$ 1,272,811.00

Project 1: Johnson Lighting Project			
Activities	Federal Funding	Total Project Cost	
Survey (Utility & Right-of-way)	\$ 28,875.00	\$ 38,500.00	
Engineering Design	\$ 74,250.00	\$ 99,000.00	
Environmental Review	\$ 16,500.00	\$ 22,000.00	
Light Poles and Fixtures	\$ 1,395,150.00	\$ 1,860,200.00	
Conduit and Wiring	\$ 982,500.00	\$ 1,310,000.00	
Electrical Secondary Service Connections	\$ 118,800.00	\$ 158,400.00	
Construction Engineering	\$ 99,858.00	\$ 133,144.00	
Total	\$ 2,715,933.00	\$ 3,621,244.00	

Project 2: Hwy 141 Project			
Activities	Federal Funding	Total Project Cost	
Planning and Engineering Services (10%)	\$ 90,000.00	\$ 120,000.00	
Construction Engineering & Inspection Services (5%)	\$ 45,000.00	\$ 60,000.00	
Utility Relocation (2.5%)	\$ 22,500.00	\$ 30,000.00	
Environmental (2.5%)	\$ 22,500.00	\$ 30,000.00	
Right-of-way (2.5%)	\$ 22,500.00	\$ 30,000.00	
10-foot Concrete Sidepath	\$ 341,250.00	\$ 455,000.00	
10-foot Concrete Ramp	\$ 37,500.00	\$ 50,000.00	
Street Crossings	\$ 45,000.00	\$ 60,000.00	
Driveway Crossings	\$ 135,000.00	\$ 180,000.00	
PHB	\$ 187,500.00	\$ 250,000.00	
Top Soil	\$ 3,750.00	\$ 5,000.00	
Sod	\$ 15,000.00	\$ 20,000.00	
Pavement Markings	\$ 11,250.00	\$ 15,000.00	

Street Signage	\$ 3,750.00	\$ 5,000.00
Bus Stops	\$ 30,000.00	\$ 40,000.00
Clean-up	\$ 3,750.00	\$ 5,000.00
Erosion Control	\$ 15,000.00	\$ 20,000.00
Construction layout surveying	\$ 11,250.00	\$ 15,000.00
Mobilization	\$ 37,500.00	\$ 50,000.00
Maintenance of Traffic	\$ 22,500.00	\$ 30,000.00
Total	\$ 1,102,500.00	\$ 1,470,000.00



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:109

Agenda Date: 7/6/2023

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO SELL LOT 1 OF KIECH'S 1ST ADDITION TO MASONIC LODGE #657

WHEREAS, the City of Jonesboro desires to enter into a contract to sell Lot 1 of Kiech's 1st Addition Jonesboro, Arkansas to the Masonic Lodge #657;

WHEREAS, the stated property will be sold for \$5,000.00 plus closing costs; and

WHEREAS, Masonic Lodge #657 agrees that the stated property will be combined with 5008 E. Nettleton Ave. via replat within 180 days from the date of sale. If the two lots are not combined within the allowed 180 day time frame, ownership of the property will revert back to the CITY OF JONESBORO, A MUNICIPAL CORPORATION; and

WHEREAS, the stated property shall only be used for off-street parking. The lot shall be brought into accordance with City parking standards when renovation or expansion of the primary structure occurs.

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

SECTION 1: The City of Jonesboro, Arkansas shall contract with Masonic Lodge #657 for the purchase of Lot 1 of Kiech's 1st Addition Jonesboro, Arkansas for the purchase price of \$5,000.00 plus closing cost.

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

SECTION 3: 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 this agreement.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:027

Agenda Date:

Version: 1

Status: First 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 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Hunters Ridge
Fox Run
Brentwood
Brentway
Old Canyon
Canyonview
Greenmedow Lane
Rhonda
Parker Annex
Vahalla
Winged Foot
Sanderson Lane
Rossland Hills Subdivision

CHANGE TRAFFIC PATTERN AT FOLLOWING LOCATIONS:

Replace “NO LEFT TURN” signage at the intersection of CHURCH STREET and HIGHLAND DRIVE with “RIGHT TURN ONLY” signage.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:028

Agenda Date: 7/6/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ROYAL OAK 237, INC. d/b/a LEMONADE HOUSE GRILLE - JONESBORO TO BE LOCATED AT 237 SOUTH MAIN STREET, JONESBORO, ARKANSAS

WHEREAS, Royal Oak 237, Inc., d/b/a Lemonade House Grille - Jonesboro, has applied for a private club permit to be located at 237 South Main Street, Jonesboro, Arkansas for the purpose of conducting operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant; and

WHEREAS, Royal Oak 237, Inc., d/b/a Lemonade House Grille - Jonesboro desires to receive approval from the City of Jonesboro, Arkansas for the same; 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:

Royal Oak 237, Inc., d/b/a Lemonade House Grille - Jonesboro'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 permit or license, to be located at 237 South Main Street, Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant.



City of Jonesboro Private Club Review and Conditions Form

Date 6-26-23 Non-Profit Corp. Royal Oak 237

Address 1108 Kenesaw st. - Jonesboro

Applicant on Behalf of Club Chad J. Campbell

Home Address 1108 Kenesaw, Jonesboro AR 72401

Business Name 237 S. Main

Business Address Lemonade House Grille

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 C-1

Approve? Yes No Signature Planning Director *[Signature]*

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

ATTORNEYS AT LAW
407 SOUTH MAIN
PO BOX 7044
JONESBORO, ARKANSAS 72403-7044
870-972-5440 • FAX: 870-972-1270
WEBSITE: WWW.LECLAW.COM

June 23, 2023

HAND DELIVERED

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

Re: Application for Private Club Permit – Royal Oak 237, Inc.
d/b/a Lemonade House Grille - Jonesboro

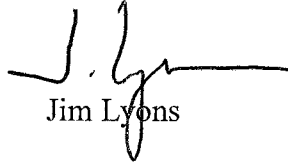
Dear Sirs:

Please find enclosed the following:

1. City of Jonesboro Application for Private Club Permit (Completed, signed and notarized);
2. Schedule A - Individual's Personal History (Completed, signed and notarized);
3. Authority to Release Information (Completed, signed and notarized for all three (3) board members);
4. Current list of the names and addresses of all board members of Royal Oak 237, Inc. d/b/a Lemonade House Grille - Jonesboro;
5. Arkansas Criminal History Report for Chad Campbell;
6. Lease Agreement between Table for 8 Hospitality LLC and Royal Oak 237, Inc. d/b/a Lemonade House Grille - Jonesboro;
7. Alphabetized member list (143 names) for Royal Oak 237, Inc. d/b/a Lemonade House Grille - Jonesboro; and
8. Receipt showing payment to the City of Jonesboro for the \$250.00 application fee.

If you have any questions or comments, please do not hesitate to call. Thank you for your cooperation.

Sincerely,



Jim Lyons

JL/ab

Enclosures

F:\WP60\Campbell, Chad - Liquor Permit\Lemonade House.JPD.Application.ltr.wpd



**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 paid to the Collections Department at City Hall.
3. Receipt of application fee payment must be submitted with the application.
4. 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.
5. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

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

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

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

ROYAL OAK 237, INC. d/b/a Lemonade House Grille - Jonesboro

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

Chad

Joseph

Campbell

First

Middle

Last

HOME ADDRESS

1108 Kenesaw Street

Jonesboro

72401

Craighead

Street

City

Zip

County

BUSINESS NAME

Lemonade House Grille - Jonesboro

BUSINESS ADDRESS

237 South Main Street

Jonesboro

72401

Craighead

Street

City

Zip

County

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

Table for 8 Hospitality LLC, 1108 Kenesaw Street, 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.

n/a

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>
Chad Campbell	President	1108 Kenesaw St., Jonesboro, AR 72401
Monica Campbell	Vice-President	1108 Kenesaw St., Jonesboro, AR 72401
Paula Woodside	Secretary/Treasurer	3024 Quail Drive, Jonesboro, AR 72404

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

Signed this 23rd day of June, 2023.

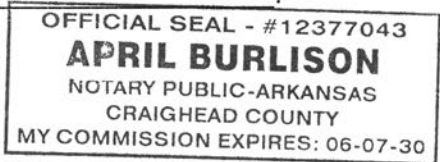
[Signature]
 Signature of Applicant/Managing Agent
 President

 Official Title

Subscribed and sworn to before me this 23rd day of June, 2023.

[Signature]
 Notary Public

My Commission Expires: _____ :



SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Chad Joseph Campbell Sex _____ Date of Birth _____
2. Home Address 1108 Kenesaw St. Jonesboro 72401 Phone No. 870-926-4871
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? n/a
6. Have you ever been convicted of a felony? YES _____ NO XX If so, give full information
n/a
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. n/a
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES _____ NO XX 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)
n/a
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 n/a
11. Marital Status: Single () Married () Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Spouse	Monica Campbell	1108 Kenesaw St., Jonesboro, AR	Self-employed
Step-Daughter	Cecilia Grace Freeman	1108 Kenesaw St., Jonesboro, AR	Self-employed
Step-Son	William Todd Freeman	4310 Makala Lane #324, Jonesboro	Camfil-Farr IT Specialist
Son	Eli Joseph Campbell	4108 Ocean Dr., Jonesboro, AR	Camps Pharmacy Tech

Daughter	Evan Elizabeth Campbell	4108 Ocean Dr., Jonesboro, AR	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? Monica Campbell - Co-Owner

13. Give your home address (city or town) and dates at each for the past five (5) years:
4108 Cornerstone Dr, Jonesboro, AR 72401 January 2018 - January 2020
1108 Kenesaw Dr., Jonesboro, AR 72401 January 2020 - present

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

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>
Engineer/Conductor	BNSF Railway 2400 Lou Menk Dr., Fort Worth, TX	May 28, 2002 to present

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

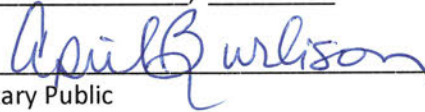

 Applicant's Signature

STATE OF ARKANSAS

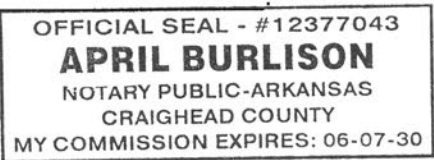
COUNTY OF CRAIGHEAD

Chad Joseph Campbell, 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 23rd day of June, 2023.


 Notary Public

My Commission Expires: _____




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.

 Chad Campbell
Signature – Full Name

06-23-2023
Date

1108 Kenesaw Drive
Home Address

Jonesboro AR 72401
City State Zip

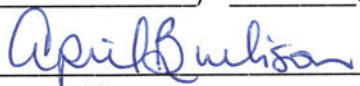
1108 Kenesaw Drive
Mailing Address

Jonesboro AR 72401
City State Zip

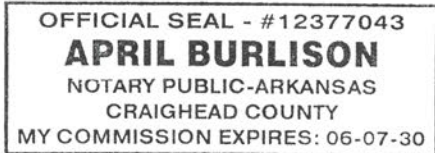
870-926-4871 870-316-2856
Contact Phone Business Phone

lhgjonesboro@gmail.com
Email Address

Subscribed and sworn to before me this 23rd day of June, 2023.


Notary Public

My Commission Expires: _____:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : n/a Board Member

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.

Monica Campbell Monica Campbell
 Signature – Full Name

06-23-2023
 Date

1108 Kenesaw Drive
 Home Address

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

1108 Kenesaw Drive
 Mailing Address

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

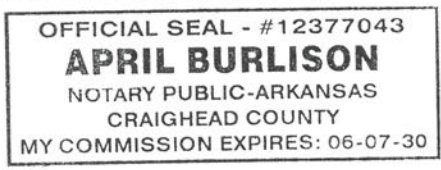
<u>870-316-2856</u>	<u>870-316-2856</u>
Contact Phone	Business Phone

lhgjonesboro@gmail.com
 Email Address

Subscribed and sworn to before me this 23rd day of June, 2023.

April Burlison
 Notary Public

My Commission Expires: _____:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : n/a Board Member

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.

Paula Woodside Paula Woodside
Signature – Full Name

Date

3024 Quail Drive

Home Address

Jonesboro AR 72404

City State Zip

3024 Quail Drive

Mailing Address

Jonesboro AR 72404

City State Zip

(417) 409-4096

Contact Phone Business Phone

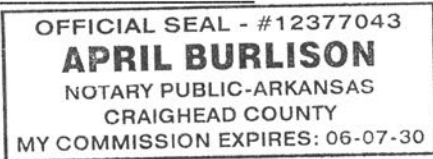
paula.woodside@gmail.com

Email Address

Subscribed and sworn to before me this 23rd day of June, 2023.

April Burlison
Notary Public

My Commission Expires: _____:



ROYAL OAK 237, INC.
d/b/a LEMONADE HOUSE GRILLE - JONESBORO
Board of Directors and Officers
as of April 12, 2023

BOARD OF DIRECTORS:

Chad Campbell	1108 Kenesaw St., Jonesboro, AR 72401
Monica Campbell	1108 Kenesaw St., Jonesboro, AR 72401
Paula Woodside	3024 Quail Drive, Jonesboro, AR 72404

OFFICERS:

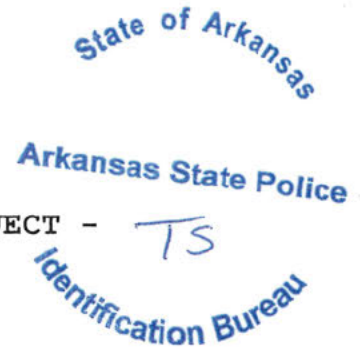
President - Chad Campbell	1108 Kenesaw St., Jonesboro, AR 72401
Vice President - Monica Campbell	1108 Kenesaw St., Jonesboro, AR 72401
Secretary/Treasurer - Paula Woodside	3024 Quail Drive, Jonesboro, AR 72404

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: **Campbell** First: **Chad** Middle: **Joseph**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **1108 Kenesaw St Jonesboro, AR 72401**



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003760202**
Date: **03/28/2023** 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: **Tessie Stokes On Behalf of Alcoholic Beverage Control**
Representing: **Alcoholic Beverage Control Division-Alcohol**
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.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into on this 1st day of June, 2023, by and between Table for 8 Hospitality, LLC ("Landlord"), Royal Oak 237, Inc. d/b/a Lemonade House Grille - Jonesboro ("Tenant").

WITNESSETH:

WHEREAS, the Landlord owns certain real property in Craighead County, Arkansas which is located at 237 S. Main, Jonesboro, AR 72401, and the Landlord is desirous of leasing to Tenant; and

WHEREAS, the Tenant is desirous of leasing said real property, hereinafter described, under the terms and conditions set forth in the Lease herein; and

WHEREAS, the Landlord and the Tenant are desirous of setting forth the terms and conditions of this Lease in writing.

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

1. Premises and Term. In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord certain real and personal property situated within the City of Jonesboro, County of Craighead, State of Arkansas, more particularly described as follows:

Units M-A, M-B, M-C and B-A of Young Investments Co, LLC Horizontal Property Regime to the City of Jonesboro, Craighead County, Arkansas, as shown by Plat recorded in Plat Cabinet "C" page 167 and Master Deed recorded in Deed Book 723 page 163, subject to By-Laws recorded in Deed Book 723 page 168 and to easements as shown on recorded plat.

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact; and the furniture, fixtures and equipment ("FF&E") set forth on the attached Exhibit A hereto, a/k/a 237 S. Main St., Jonesboro, AR 72401

together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Premises and together with any improvements situated upon said Premises (said real property and improvements hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same for a term commencing on the date that the Tenant

begins operating its private club restaurant for its members and guests, but under any circumstances shall be no later than the 31st day of December, 2023 (the "Commencement Date") and ending on the last day of the month following the one hundred twentieth (120th) month of this Lease Term (the "Termination Date"). Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, unless these are expressly set forth in this Lease.

2. Base Rent.

A. Tenant agrees to pay to Landlord rent for the Premises, in advance, without demand, deduction or set off, at the rate of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) per month for the duration of the Lease which shall be ten (10) years or one hundred twenty (120) months. Said rent (for the Premises and the Furniture, Fixtures & Equipment) shall be due and payable on or before the first day of each calendar month beginning on the Commencement Date recited above.

If Tenant is desirous of obtaining additional Furniture, Fixtures and Equipment, Tenant may do so at its cost and such items shall remain the property of Tenant unless such items are used to replace equipment provided by Landlord. In the event Tenant fails to pay any installment of rent within ten (10) days after the date when such installment is due, Tenant shall pay to Landlord a late charge in the amount of One Hundred Twenty Five and 00/100 Dollars (\$125.00) if such monthly payment plus the late charge is paid after the due date, but no later than the 10th day of the month. If such payment is not made the first ten (10) days of the month, then the Tenant shall pay an additional sum of Twenty Five and 00/100 Dollars (\$25.00) for each additional day that the payment is late after the tenth (10th) day of the month. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies provided herein or available at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Further, it is understood and agreed that at the time of execution of this Lease, Tenant shall pay to Landlord the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) as a security deposit which shall be applied to any damages or sums due to Landlord upon the termination of the Lease for damage to the Premises or at any time any damages are due during the term of this Lease. In the event this Lease is terminated prior to Termination Date any rental sums paid in advance shall be credited to any sums owed by Tenant to Landlord and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

3. Use. The Premises shall be used only for the purpose of a restaurant and other lawful purposes as may be incidental thereto. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or connected with Tenant's use of the Premises, all at Tenant's sole expense. Tenant shall not cause or permit any objectionable, hazardous or unpleasant substances, materials, waste, odors, smoke, dust, gas, noise or vibrations [including without limitation any hazardous substance imminent hazard or hazardous waste as those terms are

defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other federal, state or local environmental law, regulation, ordinance or statute] to exist upon or emanate from the Premises, nor take any other action which would constitute a violation of any federal, state or local environmental law, regulation, ordinance or statute, constitute a nuisance or any condition that would disturb or endanger others. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void or the insurance risk more hazardous.

4. Taxes. Landlord shall be responsible for the payment of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as ("taxes")) lawfully levied or assessed against the building or improvements in which the Premises are located or the land on which the building or improvements sit and the grounds around the building or improvements. Tenant shall be responsible for all taxes, assessments and governmental charges of any kind and nature whatsoever lawfully levied or assessed against any equipment, fixtures or other personal property belonging to Tenant and located on the Premises.

5. Tenant's Repairs. Tenant shall at their own cost and expense keep, maintain and replace all parts of the Premises in good condition, including but not limited to all structural, electrical, mechanical, plumbing and other interior components and improvements located herein except for those repairs for which Landlord is responsible as set forth in the following paragraph. Landlord will guarantee the heating and cooling system ("HVAC System") to work for two (2) months following the Commencement Date and the Tenant shall be responsible thereafter for the entire HVAC System.

6. Landlord's Repairs. Landlord shall at its own cost and expense keep, maintain and replace all parts of the exterior of the Premises in good condition, including but not limited to exterior walls, exterior doors, exterior windows and glass, roof and other exterior components and improvements located thereon excluding the HVAC System as set forth above. Notwithstanding the previous sentence, Tenant shall be fully and completely responsible for any damage to the exterior of the Premises and all glass caused by the Tenant any of its members, guests or visitors regardless of their legal status. Finally, Tenant shall be fully and completely responsible for its signage and Landlord shall have no responsibility therefor.

7. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of the landlord. All additional improvements and partitions erected by Tenant shall be and remain a part of the Premises. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and trade fixtures as Tenant may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. Further, in the event that Landlord requests the repair of any damage or the removal of such items at the termination of the Lease, Tenant shall remove all such items as

requested by Landlord at Tenant's cost and expense.

8. Signs. Tenant shall be entitled to install upon the Premises such signage as Tenant deems necessary to promote their business. Such signs shall be subject to any applicable governmental laws, ordinances and regulations. Tenant shall remove all such signs by the Termination Date. Sign installations and removals shall be made in such manner as to avoid injury, damage or defacement to the building and other improvements, and Tenant shall repair any damage, injury or defacement, including without limitation discoloration, caused by such installation and/or removal.

9. Inspection. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at all reasonable times during business hours, (or in the case of an emergency, after business hours), for the purpose of ascertaining the condition of the Premises. Any such entry and inspection by Landlord shall be conducted so as to minimize interference with Tenant's business.

10. Utilities. Tenant shall be responsible for providing and paying for all utilities used by Tenant on the Premises. Further, it is understood and agreed that Tenant shall be responsible for any maintenance charges for utilities and shall furnish all electric light bulbs and tubes in or on the Premises. Finally, Tenant shall immediately transfer all utilities to the name of the Tenant no later than three (3) days after the commencement of the lease term. Lessor shall provide a dumpster on or about the Premises, but Tenant shall be responsible for cost of the removal of the trash from the dumpster throughout the term of the lease. Tenant shall provide at its cost quarterly treatments of the Premises for mice, rodents, insects and termites.

Additionally, Tenant shall keep the Premises including all parking and any common areas in neat and clean condition which is free of any debris or trash. If Tenant fails to do so, then Landlord may take such action as is necessary to place the Premises in proper condition all at the cost of Tenant which shall be due and payable along with a fee of One Hundred and 00/100 Dollars (\$100.00) for Landlord's time and effort in having such maintenance performed.

11. Assignment and Subletting. Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent and maintenance of the Premises and for compliance with all of its other obligations under the terms and provisions of this Lease.

12. Fire and Casualty Damage.

A. Landlord shall be responsible for maintaining and keeping in force any standard fire and extended coverage insurance covering the buildings or improvements of which the Premises are a part.

B. If the building situated upon the Premises should be damaged or destroyed by fire,

tornado or other casualty, Tenant shall give immediate written or verbal notice thereof to Landlord.

- C. If the building situated upon the Premises should be totally destroyed by fire, tornado or other casualty, or if the Premises should be so damaged that rebuilding or repairs cannot, in Landlord's reasonable estimation, be completed within ninety (90) days after the damage has occurred, then, either Landlord or Tenant may terminate this Lease and Landlord shall be entitled to receive the proceeds from the insurance coverage. However, if neither party terminates this Lease, the building on the Premises shall be repaired and rebuilt in a timely manner and this Lease shall continue and remain in full force and effect except that no rent shall be due during the period that the Premises are untenable and the Lease shall be extended for a period equal to that of the period that the Premises are untenable.
- D. Further, it is understood and agreed that Landlord shall be responsible for procuring, maintaining and keeping in force any policy(ies) of insurance covering the furniture, fixtures, equipment owned by Landlord as well as any other property. However, if Tenant is desirous of maintaining insurance on any property that it owns then it shall purchase such insurance.

13. Liability. Landlord shall not be liable to Tenant or Tenant's employees, agents, members, guests or visitors regardless of legal status, or to any other person whomsoever, for any injury to the person or damage to property on or about the Premises, resulting from and/or caused in part or whole on the Premises, near the Premises or elsewhere (if caused by the actions of Tenant) except as and to the extent caused by the acts or omissions of Landlord or its agents, contractors or employees. Further, Landlord shall not be liable to Tenant or Tenant's employees, agents, members, guests or visitors regardless of legal status, or to any other person whomsoever, for any injury to the person or damage to property caused by the: (i) the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises; (ii) any use, possession, condition, maintenance, operation or management of the Premises or any part thereof, including without limitation the building and improvements located on the Premises becoming out of repair; (iii) any work or thing done in, about, or on the Premises or any part thereof, including without limitation leakage of gas, oil, water or steam or caused by electricity; or (iv) any accident, injury, or damage to any person or property occurring in, on or about the Premises or any part thereof. The Landlord, Landlord's agents and employees shall be held harmless and indemnified from any loss, liability, claims, suits, costs, expenses, including without limitation attorney's fees and damages, both real and alleged, arising out of any such damage or injury; except injury to persons or damage to property the sole cause of which is the negligence of Landlord or the failure of Landlord to repair any part of the Premises which Landlord is obligated to repair and maintain hereunder within a reasonable time after the receipt of written notice from Tenant of needed repairs.

Tenant shall be responsible for procuring, maintaining and keeping in force any policy(ies) of insurance covering the FF&E as well any property belonging to Tenant and located

upon or within the Premises. Additionally, Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at Tenant's sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's operations in and maintenance and use of the Premises and Tenant's liability assumed under this Lease, the limits of such policy or policies to be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per person and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with One Hundred Thousand and 00/100 Dollars (\$100,000.00) per occurrence for damage to property, including loss of use thereof. All such policies shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. Copies of such policies, together with receipt evidencing payment of premiums therefor, shall be delivered to Landlord. Not less than fifteen (15) days prior to the expiration date of any such policies, certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Landlord before such policy may be cancelled or changed to reduce insurance provided thereby.

14. Quiet Enjoyment. Landlord covenants that it now has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this Lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property and easements, covenants, agreements, encumbrances, restrictions and other conditions of record, rights of way for streets and public utilities, present and future zoning and building restrictions, regulations and ordinances, all other title matters presently existing or which an accurate survey of the Premises would show.

15. Events of Default By Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the rent herein when due, or any payment or reimbursement to Landlord or other designated party required herein when due, and such failure shall continue for a period of fifteen (15) days from the date when such payment was due.

B. Tenant shall become insolvent, shall make a transfer to defraud of creditors or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, 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.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

E. Tenant shall desert or vacate any substantial portion of the Premises.

F. Tenant shall fail to comply with any term, provision or covenant of this Lease (except the rental payment due hereunder), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant, provided, however, if such default is not capable of being cured within twenty (20) days, it shall not be an event of default so long as Tenant has commenced the cure within said twenty (20) day period and diligently proceeds to complete such cure in a reasonable time.

16. Remedies. Upon the occurrence of any of such events of default described herein, Landlord shall have the option, in addition to other rights and remedies available, 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 possession of the Premises to Landlord;

B. Enter upon and take possession of the Premises and expel or remove Tenant therefrom without having terminated the Lease;

C. Pursue any other rights or remedies otherwise available at law, in equity or in this Agreement.

Exercise by Landlord of any remedy under subsection (B) or otherwise available shall not be deemed to be an acceptance of or surrender of the Property by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

In case of default, Tenant shall also be liable for and shall pay to Landlord all rent and other damages mentioned above plus all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees and costs. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Landlord or its agent during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notified Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate

for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees so incurred.

17. Events of Default by Landlord. The following shall be deemed to be an event of default by Landlord under this Lease:

Landlord shall fail to perform its duties or obligation(s) as set forth in this Lease within twenty (20) days from the date of receipt by Landlord of written notice from Tenant of the existence and nature of such breach, and the conduct required of Landlord to cure such breach; provided, however, to the extent such breach is not capable of being cured within such twenty (20) day period, such breach shall not constitute an event of default hereunder so long as Landlord shall have undertaken affirmative acts to cure such breach within said twenty (20) day period and diligently proceeds to complete such cure in a reasonable time.

18. Remedies. Upon the occurrence of any of such events of default described in Paragraph 17 hereof, Tenant shall have the option to pursue any of its remedies available at law or in equity.

19. Mechanic's Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument, or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted if such materials may be removed from the Premises without any damage to the Premises. Tenant shall be liable for any loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease as a result of the actions of Tenant.

20. Notices. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or 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 rents and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth below or at such other address as Landlord may specify from time to time by written notice delivered to Tenant. Tenant's obligation to pay rent and other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have actually been received by Landlord.

B. All payments required to be made by Landlord to Tenant (if any) shall be payable

assignee assumes the obligations of the Landlord hereunder.

C. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

D. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

E. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without limitation all payment obligations with respect to any costs set forth herein and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord the amount for which Tenant is liable to Landlord for the repairs to the Premises caused by Tenant.


F. 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 contract 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.

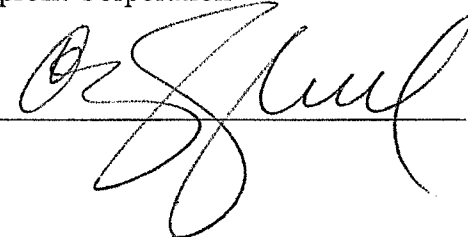
G. This Lease shall be interpreted according to the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease Agreement on the day and date set forth above.

Table for 8 Hospitality, LLC

Royal Oak 237, Inc. d/b/a Lemonade
House Grille - Jonesboro, an Arkansas
non-profit Corporation

By: 

By: 

Royal Oak 237, Inc.
d/b/a Lemonade House Grille - Jonesboro
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
2	Kevin	Alpe	2801 Neely Rd.	Jonesboro	AR	72404
3	Jenny	Angelo	18 County Rd. 430	Jonesboro	AR	72401
4	Meg	Armstrong	404 Skaggs St.	Judsonia	AR	72081
5	John	Bearden	5523 Deerfield Dr.	Jonesboro	AR	72404
6	John	Becker	1719 CR 960	Brookland	AR	72417
7	Carson	Bell	3811 Burdyslaw Dr.	Jonesboro	AR	72401
8	Eli	Biggers	271 Wolf Den Dr.	Jonesboro	AR	72401
9	Judy	Birdno	136 CR 531	Black Oak	AR	72414
10	Karla	Block	5211 Peachtree	Jonesboro	AR	72405
11	Darrin	Block	107 N. Oak	Brookland	AR	72417
12	Nicole	Boner	349 Fairview, Apt 4	Salem	AR	72576
13	Brittany	Brimhall	3217 Prestwick Circle	Jonesboro	AR	72405
14	Trent	Brown	2209 Masters Dr.	Jonesboro	AR	72404
15	Barrett	Burns	479 CR 620	Jonesboro	AR	72404
16	James	Burr	12220 Little Elm Rd	Farmington	AR	72730
17	Monica	Campbell	1108 Kenesaw St.	Jonesboro	AR	72401
18	Ron	Campbell	810 W. Broadway	Alton	MO	65606
19	Rhodes	Carson	4056 Gabriel Court	Jonesboro	AR	72401
20	Nathan	Cates	301 South 5th St.	Thayer	MO	65791
21	Tristan	Cato	2320 Shoshoni Dr.	Jonesboro	AR	72401
22	Bobby	Chance	247 Shiloh Cemetary Lane	Mammoth Springs	AR	72554
23	Hayden	Chavers	6506 S. Caraway Rd.	Jonesboro	AR	72404
24	Gerald	Cline	850 Hwy. 9, Apt D1	Salem	AR	72576
25	Terry	Cline	Rt. 1 Box 79A	Koshkonong	MO	65692
26	Maggie	Coe	3017 Prestwick Ct.	Jonesboro	AR	72405
27	Paul	Coffman	4310 Makala Ln	Jonesboro	AR	72401
28	Tristan	Coleman	4522 Beers St.	Fort Campbell	KY	42223
29	Beckie	Combs	2327 CR 341	West Plains	MO	65775
30	Heath	Crawford	Rt 3 Box 3450	Thayer	MO	65791
31	Slade	Dalton	267 Wold Drn De.	Jonesboro	AR	72401
32	Wilson	Davis	2 Alta Vista	Batesville	AR	72501
33	Austin	Davis	466 E. Brick Dr.	Marion	AR	72364
34	Kieara	Davis	111 James St.	Lake City	AR	72437
35	Kathy	Davis	906 Markle	Jonesboro	AR	72401
36	Jeff	Dawson	3357 Ozark St	West Plains	MO	65775
37	Michael	Dethrow	1058 CR 620	Jonesboro	AR	72404
38	Robert M.	Devers	2106 Sweet Gum	Jonesboro	AR	72401
39	Rita	Dickson	4125 Sandra Ln.	Jonesboro	AR	72405
40	Steve	Dockins	850 Hwy 9N, Apt D3	Salem	AR	72576
41	Cyndi	Doepel	32077 Hwy 17	Brinkley	AR	72021
42	Michael	Duncan	850 Hwy. 9, Apt C4	Salem	AR	72576
43	Amy	Elder	2804 Maryland Dr.	Jonesboro	AR	72401
44	Charles	Evans	347 Fairview, Apt. 3	Salem	AR	72576

Royal Oak 237, Inc.
d/b/a Lemonade House Grille - Jonesboro
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
45	Ashley	Flemon	304 Wolf Den Dr.	Jonesboro	AR	72401
46	Chris	Fort	6417 Hwy 166 South	Pocahontas	AR	72455
47	faye	Freeman	347 Fairview, Apt 2	Salem	AR	72576
48	William	Freeman	4310 Makala Ln	Jonesboro	AR	72401
49	Randi	Garza	850 Hwy. 9, Apt A3	Salem	AR	72576
50	Jill	Gibson	4437 Lochmoor Circle	Jonesboro	AR	72405
51	Garrett	Goodman	1208 Main St.	Des Arc	AR	72040
52	Larry S.	Goodwin	3306 River Grove Circle North	Marion	AR	72364
53	Claira	Green	4401 Wolf Den	Jonesboro	AR	72401
54	Jodi	Grooms	211 Harper Drive	Brookland	AR	72417
55	Kelly	Hammond	349 Fairview, Apt 3	Salem	AR	72576
56	Micah	Hilsdon	220 N. New Orleans Ave.	Brinkley	AR	72021
57	Carmen	Hottinger	6209 Merrell Cv.	Jonesboro	AR	72404
58	Justin	Housley	204 Lake Drive	Jonesboro	AR	72401
59	Hayli	Howard	4401 Wolf Den	Jonesboro	AR	72401
60	Ellie	Hoyt	309 Wolf Den Dr.	Jonesboro	AR	72401
61	Denise	Hoyt	1730 Renee Ave	Poplar Bluff	MO	63901
62	Randi	Huckaby	3117 Prestwock Circle	Jonesboro	AR	72401
63	Sammy	Huddleston	414 Highland Meadows Pl.	Wentzville	MO	63385
64	John	Hurst	3425 Buckhorn Trail	Little Rock	AR	72211
65	Cody	Jennings	166 Sundown Lane	Jonesboro	AR	72405
66	Bre	Joiner	3101 Carnaby St.	Jonesboro	AR	72401
67	Suzy	Jones	10 Michael St.	Bono	AR	72416
68	Margaret	Keating	349 Fairview, Apt. 2	Salem	AR	72576
69	Pam	Keeling	4194 Hwy 284	Forrest City	AR	72335
70	Morgan	Kern	303 Wolf Den Dr.	Jonesboro	AR	72401
71	Amy	King	4324 Jenni Lane	Jonesboro	AR	72404
72	Dennis	Kingman	347 Fairview, Apt. 1	Salem	AR	72576
73	Natalie	Knight	179 Turner Rd. Ext.	Jasper	GA	30143
74	Errol	Koeckemoor	4713 Winged Foot	Jonesboro	AR	72405
75	Savannah	Lasley	257 CR 774	Jonesboro	AR	72401
76	Patrick	Ledgerwood	HC 64 Box 25	Alton	MO	65286
77	Brenda	Ledgerwood	9022 MO 19	Alton	MO	65606
78	Victoria	Lewis	94 Isleta Dr.	Cherokee Village	AR	72528
79	Jennifer	Lipford	33 Alta King	Cherokee Village	AR	72529
80	Parker	Lloyd	142 Miramar Dr.	Maumelle	AR	72113
81	Andrew	Long	704 Lunsford	Bay	AR	72411
82	Teri	Long	227 CR 457	Jonesboro	AR	72405
83	Leelinda	Love	403 Brookestone	Jonesboro	AR	72404
84	Michelle	Masse	850 Hwy 9, Apt A1	Salem	AR	72576
85	Sara	Massey	3520 Oakmont Dr.	Jonesboro	AR	72404
86	Casen	May	5006 Stidham Lane	Paragould	AR	72450
87	Laura	McCain	1921 Carolyn Dr.	Jonesboro	AR	72404

Royal Oak 237, Inc.
d/b/a Lemonade House Grille - Jonesboro
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
88	Crystal	McPherson	1734 CR-730	Jonesboro	AR	72405
89	Cindie	Modelevsky	4525 Lochmoor	Jonesboro	AR	72405
90	Blake	Moore	2728 Charlton Lane	Poplar Bluff	MO	63901
91	Haley	Morris	304 Wolf Den Dr.	Jonesboro	AR	72401
92	Ronda	Nakoa	9080 Chapelle Circle	Anchorage	AK	99501
93	Ethan	Navarro	200 W 9th Street	Leachvilel	AR	72438
94	Zachary	Nehring	850 Hwy. 9, Apt D5	Salem	AR	72576
95	Grant	Nesmith	14604 Brown Bear Dr.	Little Rock	AR	72223
96	Blake	Nicholson	13499 Hwy 289 North	Mammoth Springs	AR	72554
97	Kerri	Parnell	3312 Prestwick Circle	Jonesboro	AR	72405
98	Heidi	Philyaw	220 Kenwood Ave.	Lepanto	AR	72354
99	James	Pitts	501 South 8th St.	Thayer	MO	65791
100	Amanda	Pool	3116 Prestwick	Jonesboro	AR	72405
101	Laura	Prondzinstei	3108 Prestwick Circle	Jonesboro	AR	72405
102	Amy	Reed	4512 Lochmoor Circle	Jonesboro	AR	72404
103	Debbie	Reynolds	297 CR 337	Bono	AR	72416
104	Payton	Richards	1444 W. Lark	Springfield	MO	65810
105	Tim	Rock	194 Pottawattamie	Cherokee Village	AR	72528
106	Stacy	Roebuck	1821 Rich	Jonesboro	AR	72401
107	Dustin	Rose	126 Southwind	Pocahontas	AR	72455
108	Zaye	Sampson	9572 Hwy 289 North	Mammoth Springs	AR	72554
109	Candee	Sanchez	6336 Wasser Cove	Bartlett	TN	38135
110	Claire	Shollenbarger	5300 Finch Rd.	Paragould	AR	72450
111	Courtney	Slayton	4401 Wolf Den	Jonesboro	AR	72401
112	Josh	Smith	5060 Aberdeen	Jonesboro	AR	72405
113	Tyler	Spradling	3104 Seminole Tr.	Sherwood	AR	72120
114	Mandy	Swiatkowski	27 Sequoah Ridge	Cherokee Village	AR	72528
115	Paxton	Swingle	850 Hwy 9N, Apt P6	Salem	AR	72576
116	Gage	Taylor	2704 Emerald Cove	Sherwood	AR	72120
117	Hayden	Thompson	16 Winthrop Pl	Little Rock	AR	72211
118	Haylee	Tilley	4401 Wolf Den	Jonesboro	AR	72401
119	Brandon	Todd	4332 Weatherstone	Palmyra	MO	63461
120	Monica	Traylor	713 Silverbrook Dr.	Saginaw	TX	76179
121	Hayley	Tripod	620 W. College Ave.	Jonesboro	AR	72401
122	Glen	Turnbo	1821 Rich	Jonesboro	AR	72401
123	James	Turner	1642 Hwy 351	Jonesboro	AR	72405
124	Paula	Vickers	3112 Prestwick Circle	Jonesboro	AR	72405
125	Sam	Vickers	3112 Prestwick Circle	Jonesboro	AR	72405
126	Kief	Vuong	706 Amberwood Cove	Jonesboro	AR	72401
127	Jared	Wall	2412 Pruetts Chapel Rd.	Paragould	AR	72450
128	David	Walters	582 CR 393	Thayer	MO	65791
129	Edward Christopher	Ward	2212 Williamsburg Dr.	Jonesboro	AR	72404
130	Johnny	Ward	12449 County Rd 9610	Koshkonong	MO	65692

Royal Oak 237, Inc.
d/b/a Lemonade House Grille - Jonesboro
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
131	Brent	Wheaton	544 CR 391	Jonesboro	AR	72401
132	Sharie	White	804 Richmond	Jonesboro	AR	72401
133	Scott	Whitlow	395 Lamb Rd.	Pocahontas	AR	72455
134	Mary	Williams	2610 South 18th St.	Paragould	AR	72450
135	Ali	Williams	4200 Aggie Rd., Apt 19	Jonesboro	AR	72401
136	Ray	Williams	P. O. Box 64	Sulphur Bluff	TX	75481
137	Robert	Wilson	587 South Cantabury Ln.	Nixa	MO	65714
138	Kylee	Wilson	1444 W. Lark	Springfield	MO	65810
139	Melia	Wilson	2003 Fitz Lane	Nixa	MO	65714
140	James	Withrow	11306 Shenandoah Valley Dr.	Little Rock	AR	72212
141	Bailey	Woodside	2100 White Lane	Jonesboro	AR	72404
142	Jena	Woodside	4712 Sanderson Lane	Jonesboro	AR	72402
143	Conner	Young	9300 Seasons Cove	Sherwood	AR	72120
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OFFICIAL RECEIPT

Receipt Date 06/23/2023 03:08 PM
Receipt Print Date 06/23/2023

Receipt # 00234568
Batch # 00023.06.2023

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

Lemonade House Alcohol Application Fee

250.00

Total 250.00

Payment Information:

Check 4756 250.00
Change 0.00

Lyons & Cone PLC
Customer #: 000000

Cashier: KMHattenhauer
Station: COLLECTIONSWIND



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:029

Agenda Date: 7/6/2023

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 RS-4 TO RS-7 FOR PROPERTY LOCATED AT 5213 E. NETTLETON AS REQUESTED BY WILLIAM CONRAD

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: RS-4

TO: RS-7

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 1 of the Arthur Wallace Jr replat of lots 59 and 60 of Keich's 1st addition to the city of Jonesboro, Ark.

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.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment.

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

Meeting Date: _____ Date Received: _____
Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 5213 E. Nettleton Ave.

Side of Street: _____ between Court and Manila

Quarter: _____ Section: 27 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: RS-4 Proposed Zoning: RS-7

Size of site (square feet and acres): 15,644 0.36 Acres Street frontage (feet): 129.91'

Existing Use of the Site: Vacant Lot

Character and adequacy of adjoining 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 Residential House

South Residential House

East Residential House

West Empty Lot (I own it)

Physical characteristics of the site: Empty Lot Surrounded by Residential homes.

Characteristics of the neighborhood: Neighborhood is an older neighborhood that needs some new construction.

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:

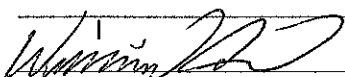
All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

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: William Conrad
 Address: 5726 Friendship Cir.
 City, State: Jonesboro, Ar ZIP 72404
 Telephone: (870) 692-4340
 Facsimile: _____
 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.

Rezoning Information

- 1.** The property was zoned RS-4.
- 2.** The purpose to rezone 5213 E Nettleton Ave is so I can build 2 houses.
- 3.** If rezoned, the property would be developed and used to build rental property for people to live in.
- 4.** The density and/or intensity of development is 2 because that is all I can get on this property.
- 5.** Yes
- 6.** To provide housing for the community of Jonesboro
- 7.** In that area there are other properties that are zoned R-2.
- 8.** It can, however in this area it would not be economical for me to build one large house on this large property. The fact is that it's more feasible to build 2 houses here where people could afford it.
- 9.** Since it will be new construction with good curb appeal, it is my judgement that it will only help the nearby property owners in that area.
- 10.** The property has been vacant to my knowledge at least 5 + years.
- 11.** It would have a great impact due to I have previously built a home behind this said lot and it is rejuvenating the area. I also plan on building another home beside this as well.
- 12.** If approved, the developing would begin immediately. We have sent certified letters to the neighbors that are within 200 feet of this property explaining what I am seeking and it gives the date and time of the board meeting allowing them to appear and voice any concerns.
- 13.** N/A

01-144271-04300 WALLACE ARTHUR L SR & ANNIE MAE
PO BOX 2155
JONESBORO AR 72402

01-144271-04200 WALLACE ARTHUR L SR & ANNIE MAE
PO BOX 2155
JONESBORO AR 72402
HUBBLE BOBBY & FAYE

01-144271-04400 PO BOX 2124
JONESBORO AR 72402-2124
CARPENTER RENTALS LLC

01-144271-04500 5915 E Camden Rd
FLAGSTAFF AZ 86004-9716
TENORIO PABLO

01-144271-04600 803 COUNTY ROAD 319
JONESBORO AR 72401-0633
MORALES AARON E

01-144271-04700 3016 VISTA COURT
JONESBORO AR 72404

01-144271-04800 WALLACE ARTHUR L SR & ANNIE MAE
PO BOX 2155
JONESBORO AR 72402
Wide Open Express Llc

01-144271-05000 432 Highway 230 E
Brookland AR 72417-8959
ALDACO MARTIN VARGAS

01-144271-08100 5217 E NETTLETON
JONESBORO AR 72401-6648
COX DANNY & VIRGINIA

01-144271-08200 61 COX CV
CONWAY AR 72034-8534

01-144271-08500 Wome llc
5726 Friendship Cir
Jonesboro AR 72404-9579

01-144271-08400 Wome llc
5726 Friendship Cir
Jonesboro AR 72404-9579

01-144271-08300 Zipfel Terrance
1202 Country Manor Cir
Jonesboro AR 72404-8702

01-144271-07700 Wome llc
5726 Friendship Cir
Jonesboro AR 72404-9579

01-144271-07800 HOLT STEVE & ANN MARIE
816 GLOUCESTER DR
JONESBORO AR 72405

01-144271-12700 LS HOLDINGS LLC
4265 WELDON CV
JONESBORO AR 72404-7446
01-144271-12800 LS HOLDINGS LLC
4265 WELDON CV
JONESBORO AR 72404-7446
01-144271-12500 LS HOLDINGS LLC
4265 WELDON CV
JONESBORO AR 72404-7446

BARNES VIOLA
01-144271-12600 2403 HIGH ST
JONESBORO AR 72401-6620
Stone Gregory & Michella
01-144271-11200 2400 Court St
Jonesboro AR 72401-6615

01-144271-07600
4265 WELDON CV
JONESBORO AR 72404-7446

Jones Florence P
01-144271-07500 2307 Court St
Jonesboro AR 72401-6614

STEPHENS DORIS
01-144271-07400 1193 COUNTY ROAD 712
JONESBORO AR 72401-8008

WALLACE ARTHUR L SR & ANNIE MAE
01-144271-07300 PO BOX 2155
JONESBORO AR 72402

WALLACE ARTHUR L SR & ANNIE MAE
01-144271-06900 PO BOX 2155
JONESBORO AR 72402

MACK K INVESTMENTS LLC
01-144271-07000 305 HUNTCLIFF DR
JONESBORO AR 72404

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City, State, ZIP+4® Brookland, AR 72417	
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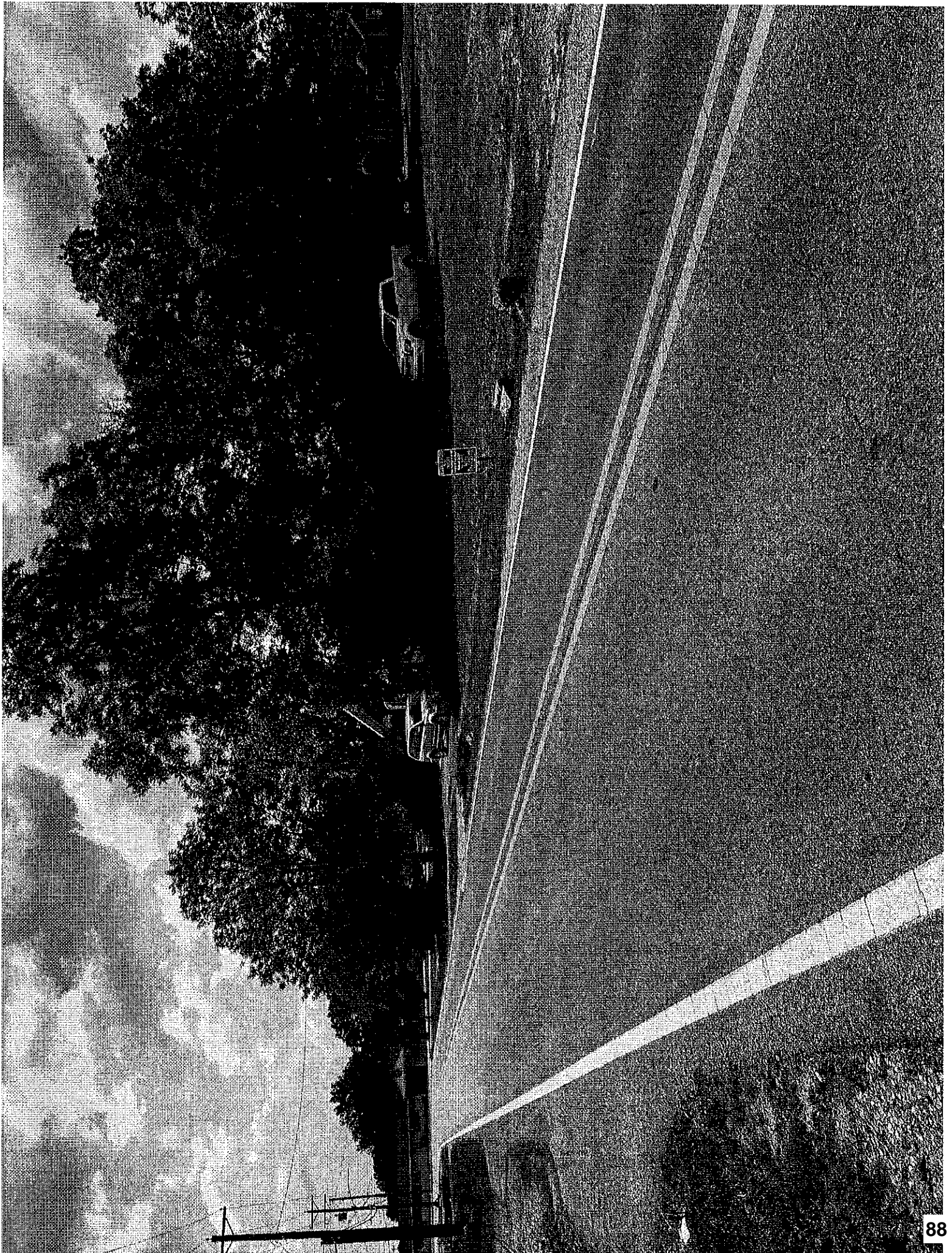
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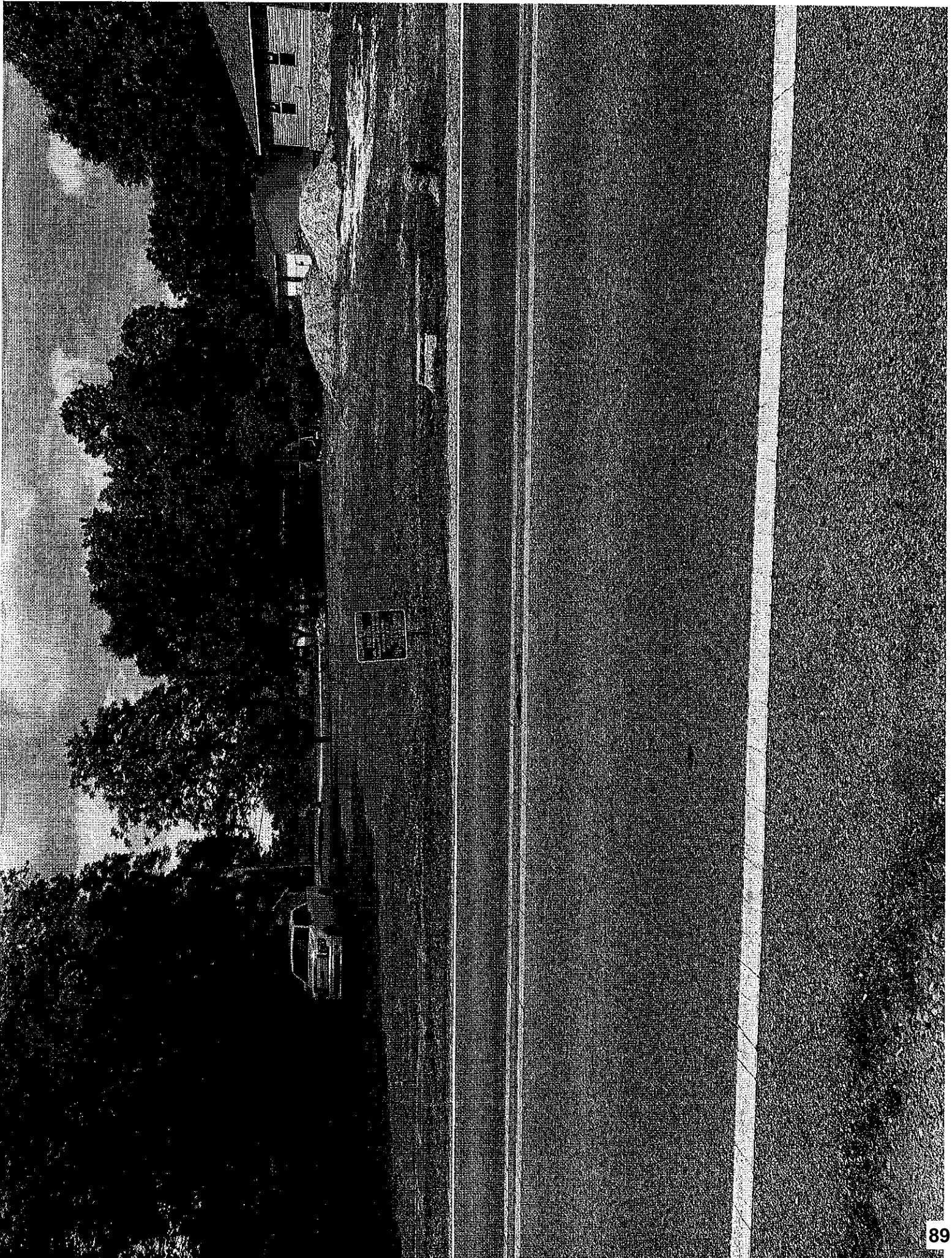
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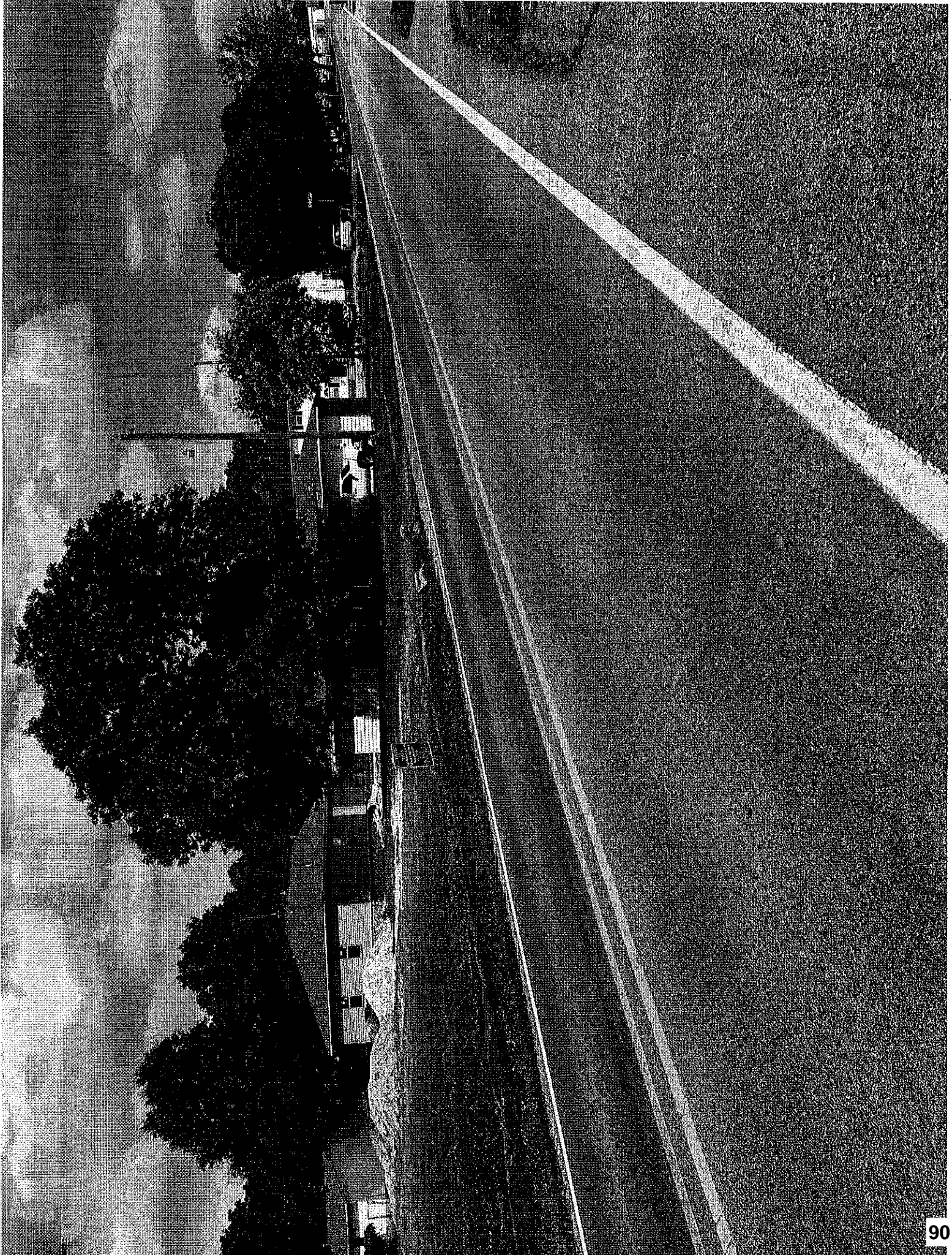
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City, State, ZIP+4® Jonesboro, AR 72401	
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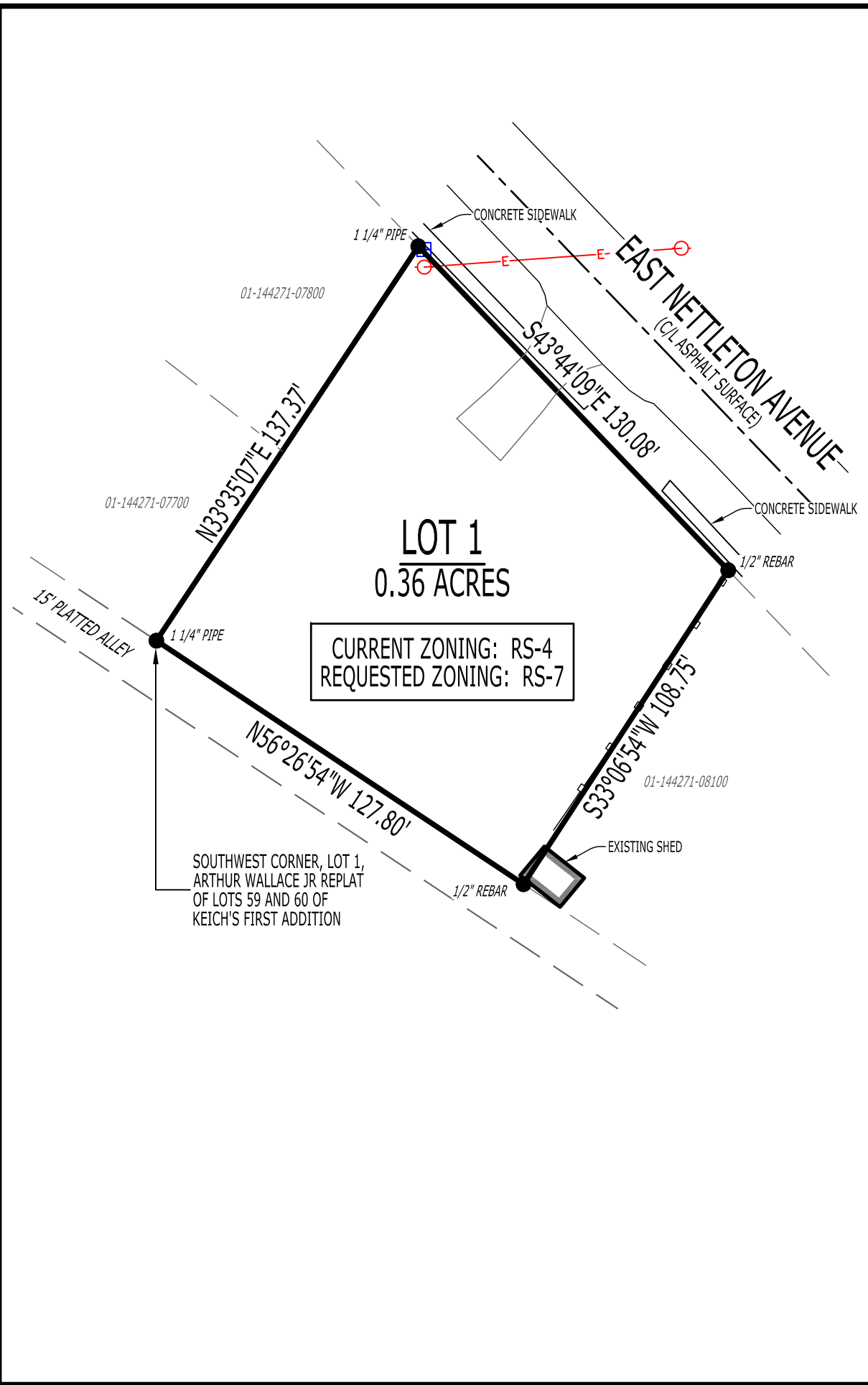




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PUBLIC NOTICE
Public Notices to be held
Thursday of each month
Municipal Center
1000 S. 10th St.
CALL 410.302.0404
FOR THE INFORMATION



Blue sign with illegible text, likely a utility or public notice.



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 TRACT DESCRIBED BELOW WAS SURVEYED UNDER MY DIRECT SUPERVISION.

LEGAL DESCRIPTION (AS-SURVEYED):

LOT 1 OF THE ARTHUR WALLACE JR REPLAT OF LOTS 59 AND 60 OF KEICH'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS.

SURVEYOR'S NOTES:

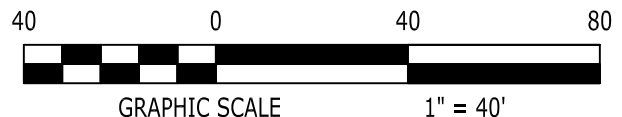
1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
3. CRAIGHEAD TAX PARCEL NO. 01-144271-07900.
4. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - RECORD PLAT, KEICH'S FIRST ADDITION, RECORDED IN BOOK 13, PAGE 520, DATED APRIL, 1894.
 - RECORD REPLAT, ARTHUR WALLACE JR REPLAT, RECORDED IN BOOK C PAGE 220, DATED JANUARY 09, 2012.
5. THE SUBJECT PROPERTY LIES WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD ZONE "AE", AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0132C, EFFECTIVE DATE: SEPTEMBER 27, 1991.
6. FIELD WORK WAS COMPLETED ON APRIL 18, 2023.

ZONING NOTES:

1. SUBJECT PROPERTY IS ZONED RS-4, SINGLE-FAMILY RESIDENTIAL DISTRICT; MINIMUM 10,890 SQ. FT. LOT REQUIRED.
2. RS-4 ZONING RESTRICTIONS:
 - STREET SETBACK - 25'
 - SIDE SETBACK - 7.5'
 - REAR SETBACK - 25'
 - MAXIMUM HEIGHT LIMITATION - 35'
 - MAXIMUM LOT COVERAGE - 35%
 - MINIMUM LOT SIZE - 10,890 SQ. FT.
 - MINIMUM LOT WIDTH - 80 FEET
3. REQUESTED ZONING RS-7, SINGLE-FAMILY RESIDENTIAL DISTRICT; MINIMUM 6,222 SQ. FT. LOT REQUIRED
4. RS-7 ZONING RESTRICTIONS:
 - STREET SETBACK - 20'
 - SIDE SETBACK - 7.5'
 - REAR SETBACK - 20'
 - MAXIMUM HEIGHT LIMITATION - 35'
 - MAXIMUM LOT COVERAGE - 35%
 - MINIMUM LOT SIZE - 6,222 SQ. FT.
 - MINIMUM LOT WIDTH - 50 FEET

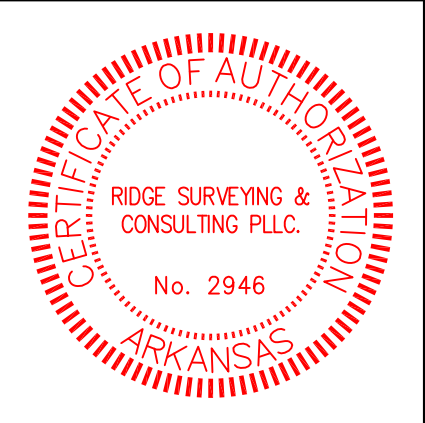
LEGEND:

- FOUND MONUMENT (AS NOTED)
- ⊙ SET 5/8" REBAR W/ BLUE PLASTIC CAP STAMPED "J. BEARD P.S. 1691" (OR AS NOTED)
- UTILITY POLE
- ⚡ WATER VALVE
- ⊞ WATER METER
- E- OVERHEAD ELECTRIC LINE
- BOUNDARY LINE



RIDGE SURVEYING & CONSULTING, PLLC.
 404 Creath Ave., Suite B Jonesboro, AR 72401 870-203-9940 www.ridgesurveying.net

REZONING PLAT
 CLIENT: CONRAD ARTHUR WALLACE JR REPLAT TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



DRAWING INFO	
DRAWN BY: JDB	SCALE: 1" = 40'
DATE: 05 / 23 / 2023	JOB NO: 23137-REZONE
REVISIONS	
500-14N-04E-0-27-130-16-1691	

City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 23-08, 5213 E. Nettleton Ave.
300 S. Church Street/Municipal Center
For Consideration by Planning Commission on June 27, 2023

REQUEST: To consider a rezoning of one tract of land containing 0.36 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from “RS-4” Single-Family Residential District to “RS-7” Single-Family Residential District (minimum 6,222 sq. ft. lot required).

APPLICANT: William Conrad, 5726 Friendship Cir, Jonesboro AR 72404

OWNER: Same

LOCATION: 5213 East Nettleton Ave.

SITE

DESCRIPTION: **Tract Size:** Approx. 0.36 Acres

Street Frontage: Approx. 130 ft. on East Nettleton Ave.

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 & R-3 – Commercial & Residential
South	R-2 & R-3 – Residential
East	R-3 – Residential
West	R-2 – Residential

HISTORY: Property has never been developed.

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. 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.

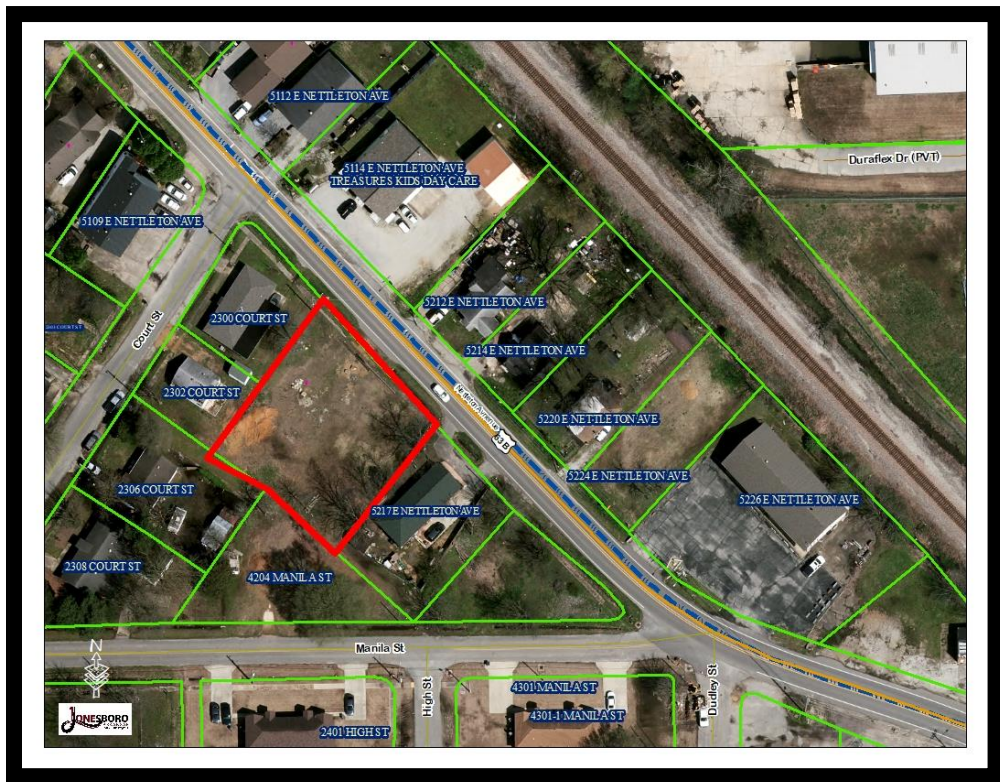
Master Street Plan/Transportation

The subject property is served by East Nettleton Ave., the Master Street Plan classifies this road as a **Minor Arterial**.

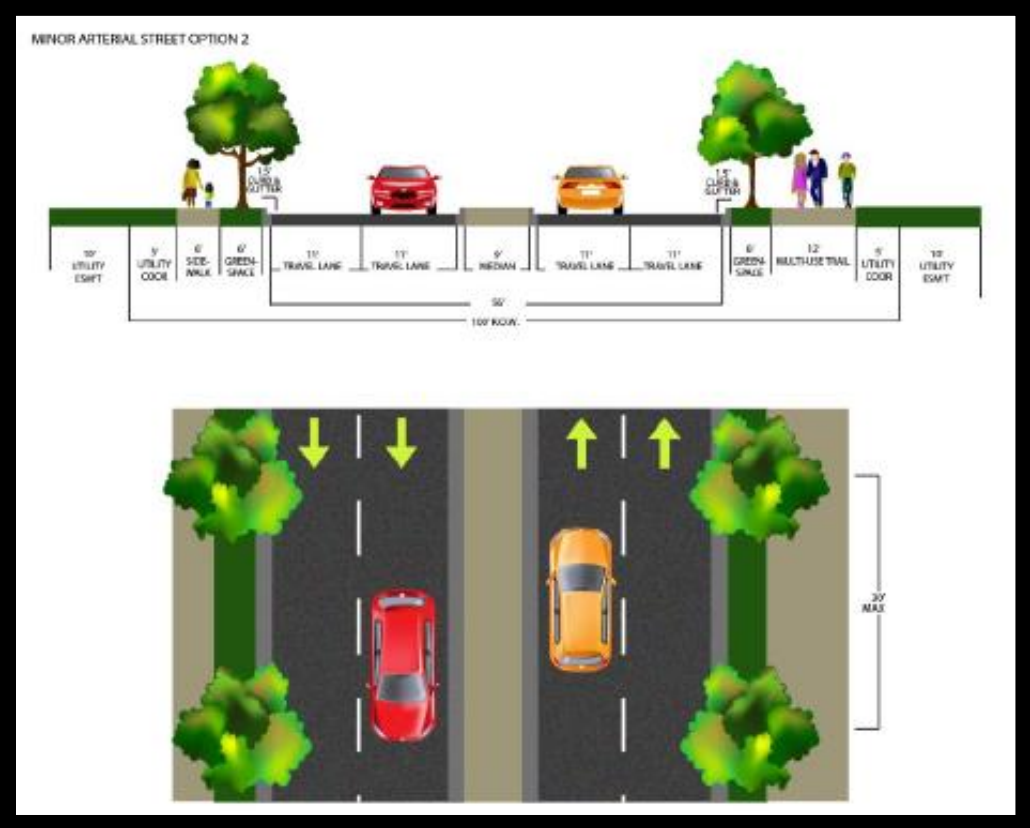
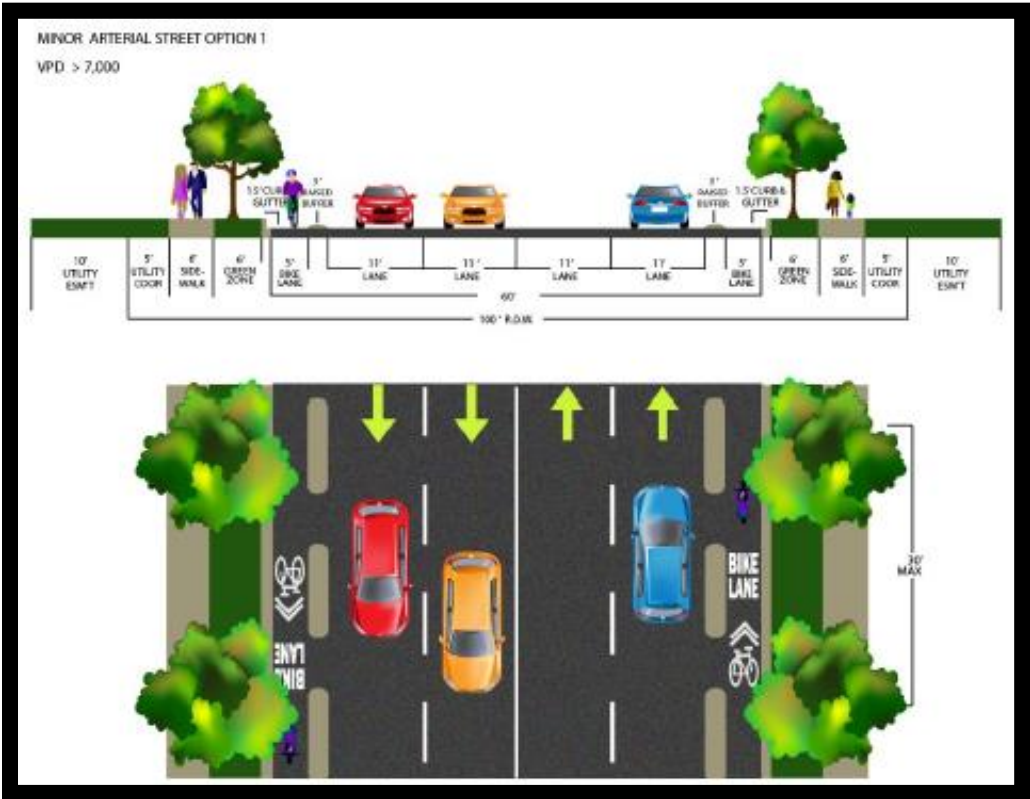
Minor Arterials function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

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.

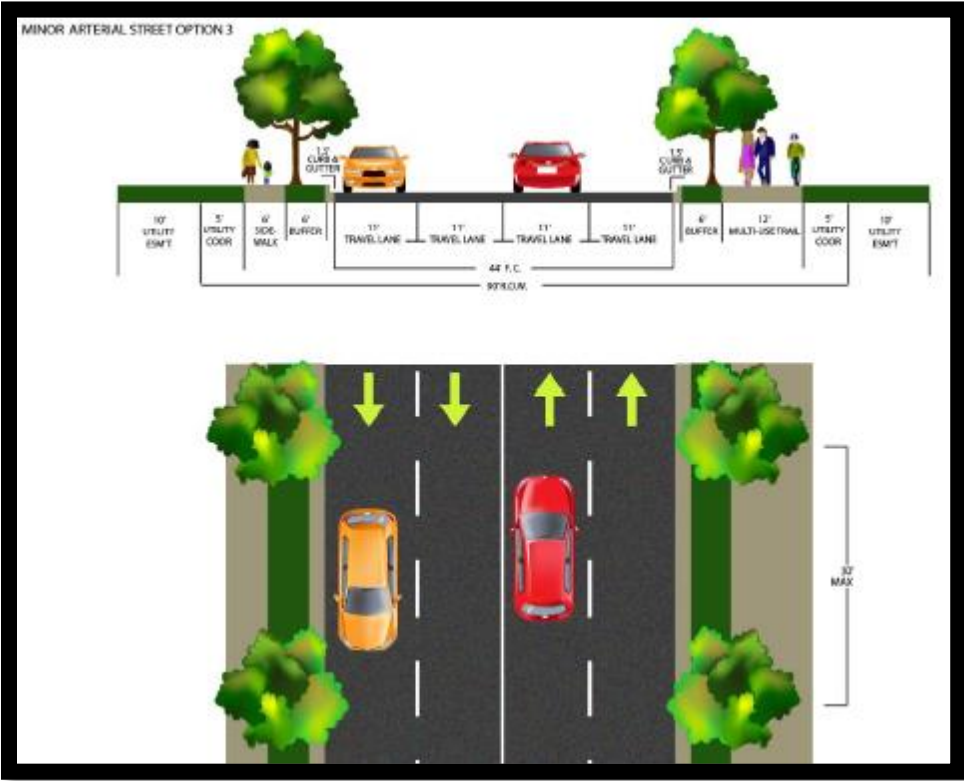
DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Minor Arterial.









Minor Arterial. Cont.



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan, which is categorized as a High Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the adjoining area is residential.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as two single family lots.	
(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;	With proper planning there should not be any adverse effects caused by the property if rezoned to commercial.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that commercial and industrial uses currently exist near this area.	

Staff Findings:

Applicant’s Purpose

The proposed area is currently classified as RS-4, Single-Family Residential District. The applicant is applying for a Rezoning to allow for a smaller lot size.

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 subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-08 a request to rezone property from “RS-4” Single-Family Residential District to “RS-7” Single-Family Residential District (minimum 6,222 sq. ft. lot required); the following conditions are recommend:

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 meet all overlay district guidelines.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 23-08 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 “RS-4” Single-Family Residential District to “RS-7” Single-Family Residential District (minimum 6,222 sq. ft. lot required) will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 27, 2023

RZ-23-08 REZONING: 5213 East Nettleton Ave. William Conrad is requesting a rezoning from RS-4, single family residential, to RS-7, single family residential. This request is for 0.3 +/- acres located at 5213 E. Nettleton Ave.

William Conrad – Proponent: At the moment I have a new construction going south of that lot and I also have one going East of that lot. We’re in the process of rejuvenating that block.

Lonnie Roberts - Commission: City planner, do you have staff comments?

Derrel Smith – Staff: Yes sir, we do. We would recommend approval with the following conditions:

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.

Roberts: Is anyone here to give public comments? If not, I’ll open it up for the board, developer or city staff.

(There were none)

COMMISSION ACTION:

Mr. Jimmy Cooper made a motion to approve Case RZ: 23-08, 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 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.

Roll Call Vote:

Aye: 5 – Jeff Steiling, Kevin Bailey, Monroe Pointer, Jimmy Cooper & Lonnie Roberts

Nay: 0



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:026

Agenda Date: 6/6/2023

Version: 1

Status: Third 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 R-1 TO C-3 FOR PROPERTY LOCATED AT 4603 SOUTHWEST DRIVE AS REQUESTED BY AMY NEWBERRY LOVINS.

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **Residential R-1**
TO: **Commercial C-3**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Pt. of the SE 1/4 of the NE 1/4 of Section 2, Township 13 North, Range 3 East, more particularly described as follows: Commence at a point 1594.9 feet South and 278 feet East of the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 2; thence East 85 feet to the West right of way line of Arkansas State Highway #49, thence Southwesterly along the West right of way line of Arkansas State Highway #49 a distance of 213.5 feet; thence West 95 feet; thence Northeasterly 220 feet to the point of beginning, all in Craighead County, Ar.

LESS AND ACCEPT: Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 13N., Range 3 East, Craighead County, Arkansas, more particularly described as follows:

Starting at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 2; thence South 89° 26' 15" East along the North line thereof a distance of 438.84 feet to a point on the Westerly existing right of way line of U.S. Highway 49; thence South 19° 52' 15" West along said existing right of way line a distance of 195.39 feet to the point of beginning; thence continue South 19° 52' 15" West along said existing right of way line a distance of 213.50 feet to a point; thence South

89° 12' 29" West a distance of 14.40 feet to a point on the Westerly proposed right of way line of U.S. Highway 49; thence North 20° 25' 17" East along said proposed right of way line a distance of 214.24 feet to a point; thence North 88° 59' 17" East a distance of 12.21 feet to the point of beginning and containing 0.06 acre more or less.



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 4/25/23 Date Received: 3/30/23
Meeting Deadline: 3/30/23 Case Number: RZ-23-06

LOCATION:

Site Address: 4603 Southwest Drive, Jonesboro, AR 72404

Side of Street: West between Stillwater Drive and Oak Park Drive

Quarter: PTSENE Section: 02 Township: 13 Range: 03

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: C-3

Size of site (square feet and acres): 15,681.6sf 0.36 Street frontage (feet): 214.24 feet
acre

Existing Use of the Site: Vacant - Previously used as residential mobile home.

Character and adequacy of adjoining streets: Hwy 49 adjoins to the East, high-traffic, well maintained

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 R-1 Vacant

South C-3 Vacant

East R-1 Church

West R-1 Housing

Physical characteristics of the site: Level lot with utilities on property.
Some mature trees on property. Circle driveway

Characteristics of the neighborhood: Nice housing (single family) to the west, well
kept commercial property to the Northeast. Church
facility to the East, large commercial property to
the South. C-3 Commercial joins the subject property
to the South.

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: Amy Newberry Lovins

Address: 296 Prospect Farm Lane

City, State: Jonesboro ZIP 72405

Telephone: 870-877-1761

Facsimile: _____

Signature: Amy Newberry Lovins

Name: _____

Address: _____

City, State: _____ ZIP _____

Telephone: _____

Facsimile: _____

Signature: _____

Deed: *Please attach a copy of the deed for the subject property.*

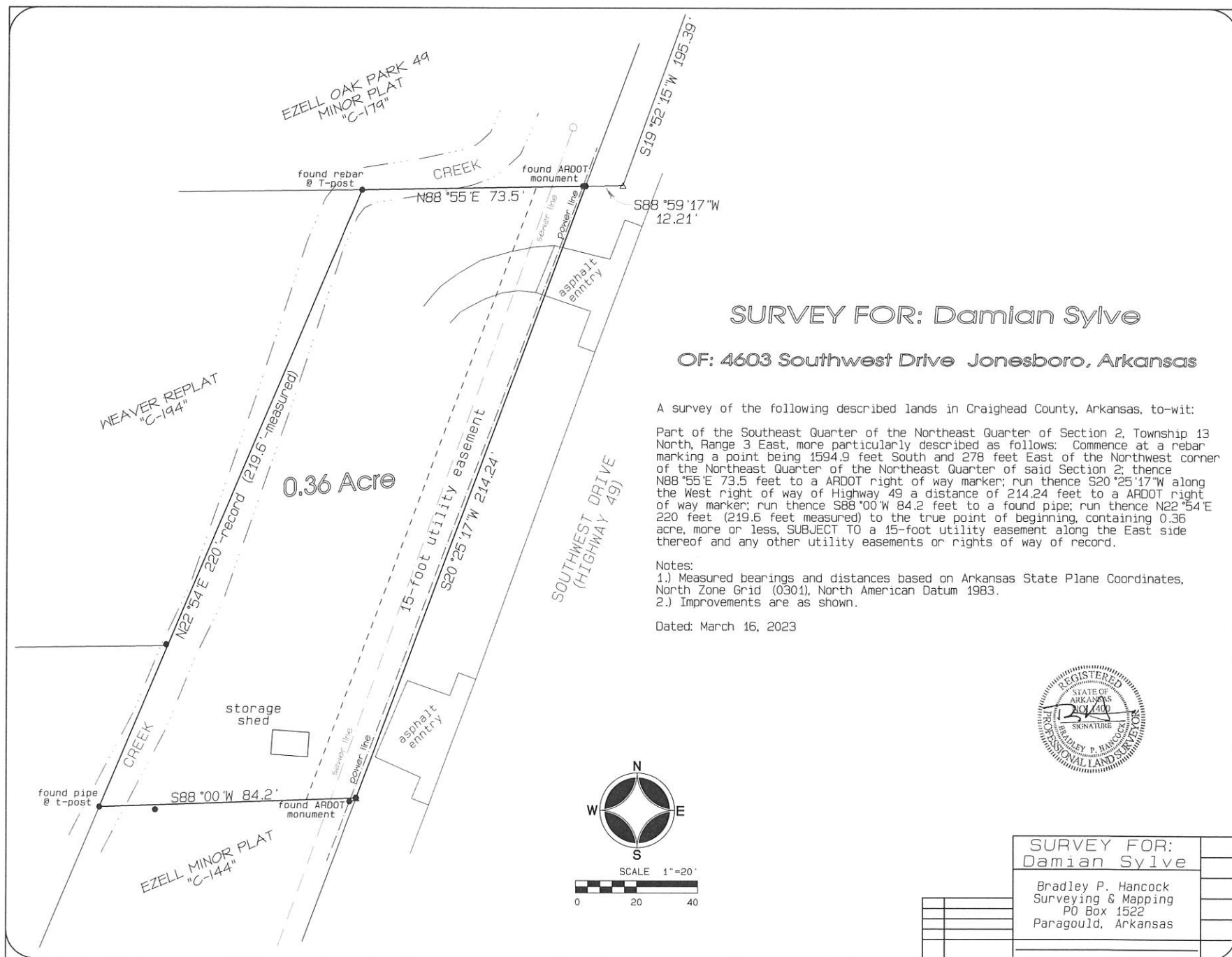
Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION

- 1) How was the property zoned when the current owner purchased it?
 - a) The property was zoned R-1 for single family use.
- 2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?
 - a) To rezone to C-3. Currently R-1
- 3) If rezoned, how would the property be developed and used?
 - a) Food trucks will be placed on the property.
- 4) What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
 - a) 2-3 Food trucks.
- 5) Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
 - a) Unknown
- 6) How would the proposed rezoning be the public interest and benefit the community?
 - a) There is a lack of food options in the Valley View area. This would fill a community need.
- 7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
 - a) The adjoining property is already zoned commercial.
- 8) Are there substantial reasons why the property cannot be used with the existing zoning?
 - a) It is currently R-1. Commercial businesses will be operated on 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?
 - a) Since no permanent structure will be built, there should be little to no impact on drainage, visual appearance, noise, etc. Food trucks operate under limited dining hours. Ingress and egress traffic will increase. The lot is currently vacant.
- 10) How long has the property remained vacant?
 - a) Approximately one year.
- 11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
 - a) The property currently has utilities available. Rezoning should have no impact on parks, open space, fire, police, and emergency medical services
- 12) If the rezoning is approved, when would development begin?
 - a) Within a year.
- 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) No neighborhood meeting was held. Other commercial business already exists in the area and adjoining the property.

14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

a) N/A



SURVEY FOR: Damian Sylve

OF: 4603 Southwest Drive Jonesboro, Arkansas

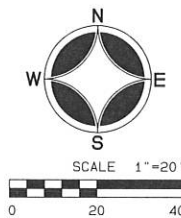
A survey of the following described lands in Craighead County, Arkansas, to-wit:

Part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 13 North, Range 3 East, more particularly described as follows: Commence at a rebar marking a point being 1594.9 feet South and 278 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 2; thence N88°55'E 73.5 feet to a ARDOT right of way marker; run thence S20°25'17"W along the West right of way of Highway 49 a distance of 214.24 feet to a ARDOT right of way marker; run thence S88°00'W 84.2 feet to a found pipe; run thence N22°54'E 220 feet (219.6 feet measured) to the true point of beginning, containing 0.36 acre, more or less, SUBJECT TO a 15-foot utility easement along the East side thereof and any other utility easements or rights of way of record.

Notes:

- 1.) Measured bearings and distances based on Arkansas State Plane Coordinates, North Zone Grid (0301), North American Datum 1983.
- 2.) Improvements are as shown.

Dated: March 16, 2023



SURVEY FOR:
Damian Sylve

Bradley P. Hancock
Surveying & Mapping
PO Box 1522
Paragould, Arkansas

This Deed corrects Deed recorded at 2021-R-009926 and 2021-R-006384. It further documents the death of prior joint tenant with right of survivalship, Robert O. Pickle and Paul B. Pickle.

By way of Warranty Deed at Book 800 Page 237, Valerie L. Hopkins deeded the property described in Exhibit A to Robert O. Pickle, Leonard F. Pickle, Jr., and Paul B. Pickle as joint tenants with right of survivalship, said document being signed by Leonard F. Pickle Jr. as attorney in fact for Valerie L. Hopkins pursuant to a Power of Attorney recorded POA Book 23 Page 47. Thereafter, Robert O. Pickle died on February 20, 2014 and his death certificate is recorded as document number 2021R-019712 in the Jonesboro District Craighead County, Arkansas. Paul B. Pickle died October 5, 2009 and death certificate is recorded as document number 2021R-019711 in the Jonesboro District Craighead County, Arkansas.

Document numbers 2021R-00926 and 2021R-006384 attempts to transfer the remaining interest of Leonard F. Pickle, Jr. to his daughter Amy Newberry Lovins. This deed corrects any errors contained in those deeds.

CORRECTED QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THAT I, Leonard F. Pickle Jr., a single person, hereafter, referred to as the grantor, for the consideration of the sum of TEN DOLLARS (\$ 10.00), in hand paid by Amy Newberry Lovins, the receipt of which is hereby acknowledged, hereby transfers Quitclaims unto Amy Newberry Lovins, and unto her heirs assigns forever, all of my right, title, interest, equity, and estate in and to the following lands lying in the county of Craighead, State of Arkansas:

See legal description contained in Exhibit A.

To have and to hold unto Amy Newberry Lovins and unto its heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging

WITNESS our hands this 26th day of August, 2021

Leonard F. Pickle, Jr.
Leonard F. Pickle, Jr.



ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Fulton

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly qualified, commissioned and acting, Leonard F. Pickle, Jr. to me well known as the managing member of the Grantor in the foregoing QuitClaim Deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 26th day of August, 2021.



Mason Allen Green
Notary Public

My Commission Expires:

01/22/2031



AMOUNT OF TAX: \$0.00
I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. I further certify that no transfer tax is due as a result of this transaction.

_____, Grantee

BY: Amy Lovins

Grantee's Address:

Document Prepared By:

Dustin H. Jones, P.A.
Attorney at Law
624 South Main Street
Suite 207
Jonesboro, AR 72401
870-277-1292
(scrivener only)

EXHIBIT "A"

Pt. of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 13 North, Range 3 East, more particularly described as follows: Commence at a point 1594.9 feet South and 278 feet East of the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 2; thence East 85 feet to the West right of way line of Arkansas State Highway # 49, thence Southwesterly along the West right of way line of Arkansas State Highway # 49 a distance of 213.5 feet; thence West 95 feet; thence Northeasterly 220 feet to the point of beginning, all in Craighead County, Ar.

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4603 Southwest Dr

PAK MAIL 0487
361 Southwest Dr
JONESBORO, AR 72401
870-931-5151 Store: 487

Shipment-----

USPS First Class Mail
Ship To:
GLE PROPERTIES
4911 SOUTHWEST DR
JONESBORO, AR 72404-9019
Package ID: 464165 13.94
Tracking #: 9414711108070443517432
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349736741

Shipment-----

USPS First Class Mail
Ship To:
CITY WATER & LIGHT PLANT OF JONESBORO
PO BOX 1289
JONESBORO, AR 72403-1289
Package ID: 464166 13.94
Tracking #: 9414711108070443511379
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349736758

Shipment-----

USPS First Class Mail
Ship To:
WEAVER CULIAN C
4608 OAK PARK DR
JONESBORO, AR 72404-9027
Package ID: 464167 13.94
Tracking #: 9414711108070443543554
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349736765

Shipment-----

USPS First Class Mail
Ship To:
GLE PROPERTIES
4911 SOUTHWEST DR
JONESBORO, AR 72404-9019
Package ID: 464168 13.94
Tracking #: 9414711108070443542823
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349736772

USPS First Class Mail

Ship To:

VELLEY VIEW CHURCH OF CHRIST
4500 SOUTHWEST DR
JONESBORO, AR 72404-8929

Package ID: 464169 13.94
Tracking #: 9414711108070443540096
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349736789

Shipment-----

USPS First Class Mail

Ship To:

VALLEY VIEW CHURCH OF CHRIST
PO BOX 3092
JONESBORO, AR 72403-3092

Package ID: 464170 13.94
Tracking #: 9414711108070443547026
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349739957

Shipment-----

USPS First Class Mail

Ship To:

GLE PROPERTIES
4911 SOUTHWEST DR
JONESBORO, AR 72404-9019

Package ID: 464171 13.94
Tracking #: 9414711108070443546517
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [\$7.30]
Return Receipt [\$5.95]
9590940281182349739940

SUBTOTAL 97.58
TAX 0.00
TOTAL 97.58

TEND Visa 97.58

Total shipments: 7

KIM SHELTON

04/06/2023

#176023

02:43 PM

Workstation: 24 - Aux-1

CC:fran# 35d2429a-36c6-44e3-904f-e1a9fef57c4a

Signature-----

NOTICE

During Holiday Season all carriers discontinue their delivery guarantees. Expedited shipments still get higher priority but they do not offer money back guarantees if shipment is delayed.

Thank you for your business

TRACK YOUR PACKAGE AT:
WESHIP.JONESBORO.COM

City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 23-06, 4603 Southwest Drive
300 S. Church Street/Municipal Center
For Consideration by Planning Commission on May, 23 2023

REQUEST: To consider a rezoning of one tract of land containing 0.36 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1” Single-Family Low Density to “C-3” General Commercial District.

APPLICANT: Amy Lovins, 296 Prospect Farm Lane, Jonesboro AR 72405

OWNER: Same

LOCATION: 4603 Southwest Drive

SITE

DESCRIPTION: **Tract Size:** Approx. 0.36 Acres

Street Frontage: Approx. 214 ft. on Southwest Dr.

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Vacant
South	C-3 - Commercial
East	R-1 – Church
West	R-1 – Residential

HISTORY: Property has never been developed.

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**. 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.

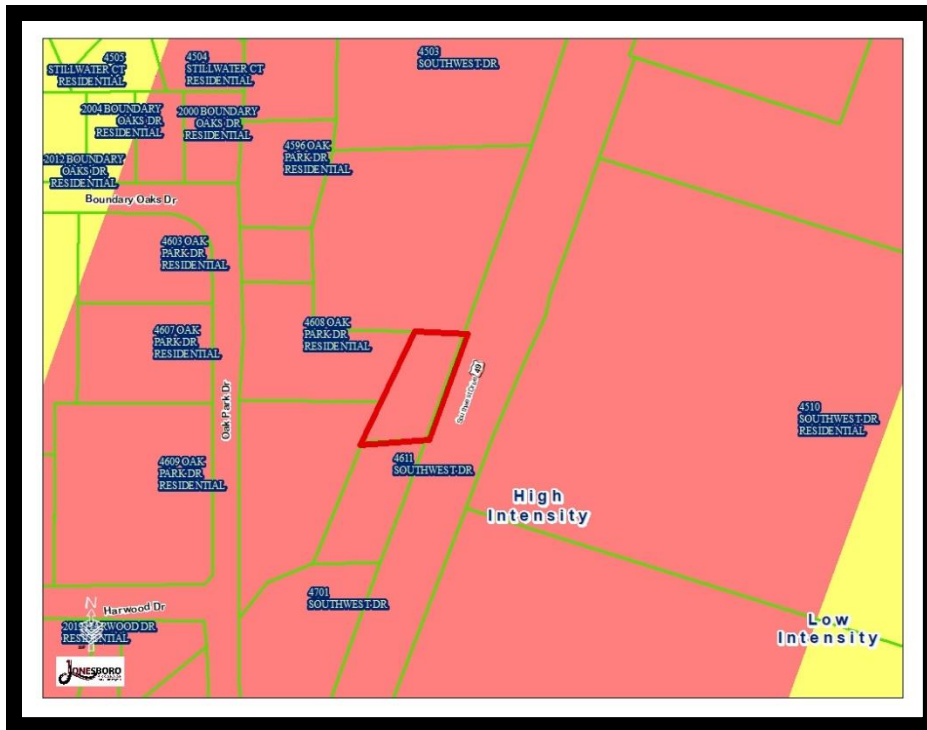
Typical Land Uses:

- 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

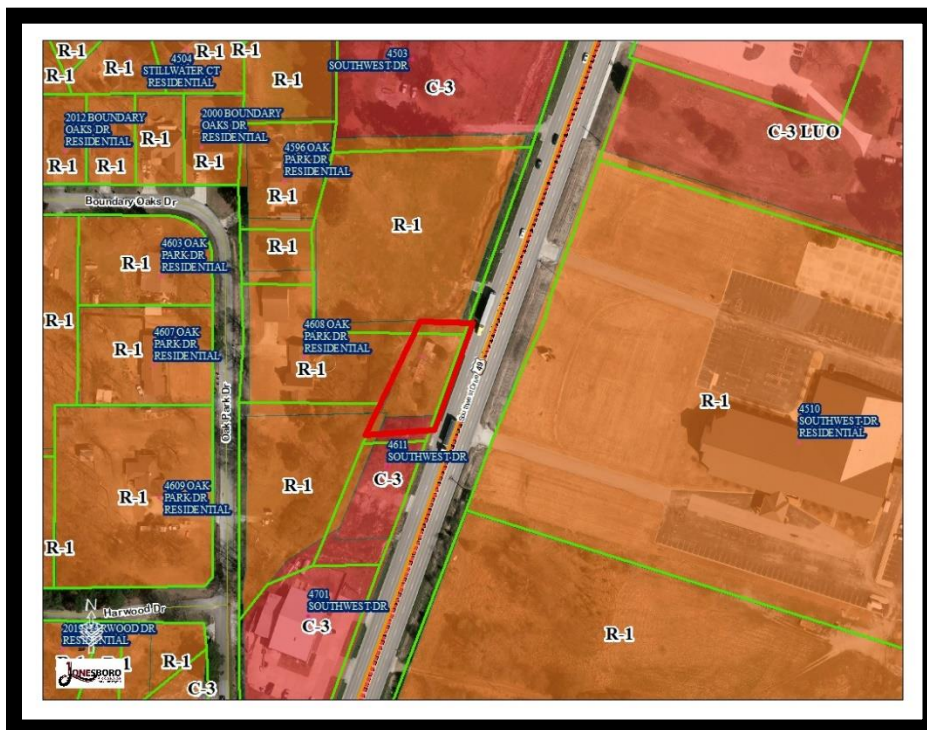
Density: Multi-family 8-14 Dwelling Units per acre

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 is served by Southwest Drive, the Master Street Plan classifies this road as a **Principal Arterial**.

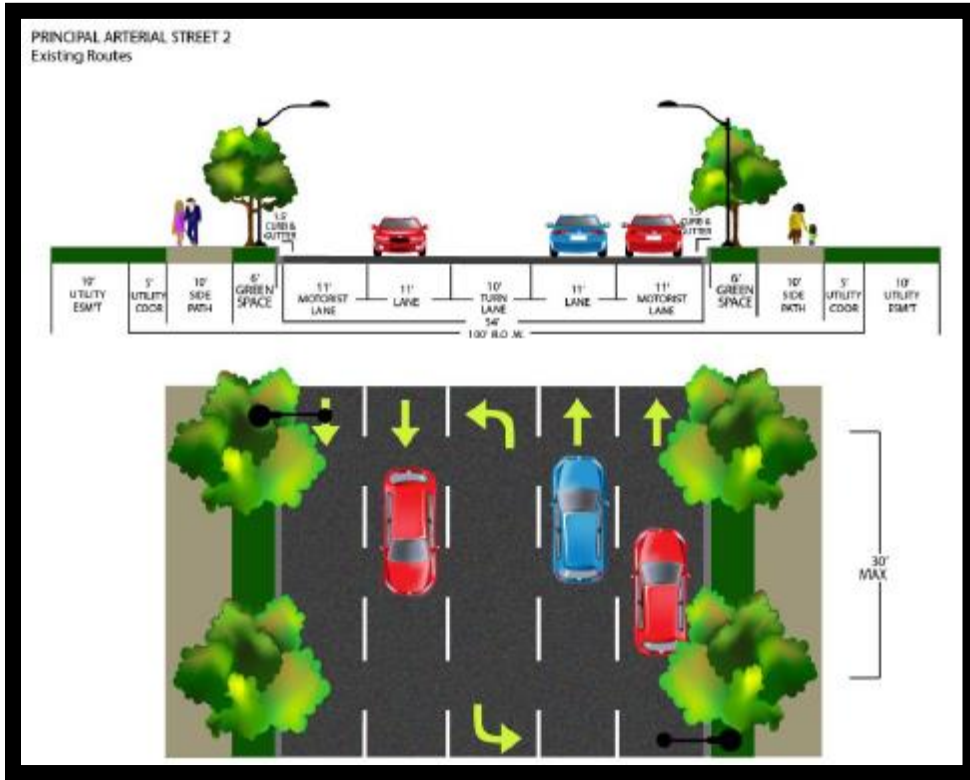
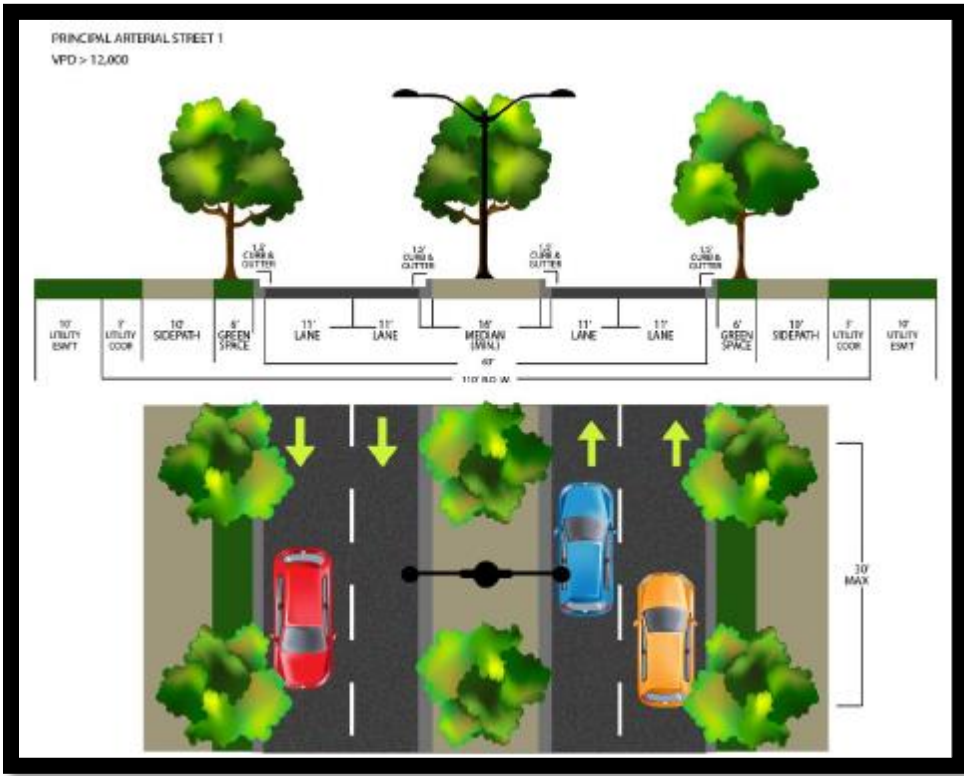
Principal Arterials provide both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Traffic management techniques used to maintain a high level of traffic capacity on these roadways include the use of medians, restricting curb cuts per some spacing policy, and limiting the use of traffic signals to the intersection with other significant roadways.

FUNCTION: The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. 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: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Principal Arterial











Rezoning Sign

Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which is categorized as a High Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is not achieved with this rezoning considering the surrounding area is predominantly residential.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as commercial use.	
(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;	With proper planning there should not be any adverse effects caused by the property if rezoned to commercial.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that commercial and industrial uses currently exist near this area.	

Staff Findings:

Applicant’s Purpose

The proposed area is currently classified as R-1, Single-Family Low Density. The applicant is applying for a Rezoning to allow for commercial use.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 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 subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-06 a request to rezone property from “R-1” Single-Family Low Density to “C-3” General Commercial; the following conditions are recommend:

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 follow all Overlay District guidelines.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 23-06 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 Low Density to “C-3” General Commercial will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON MAY 23, 2023

Amy Newberry Lovins is requesting a rezoning from R-1, Single-Family Medium Density District to C-3, General Commercial District. This request is for 0.36 acres located at 4603 Southwest Drive.

Damian Sylve – Big EZ Catering: I’m looking to get this property commercialized so I can put either my food truck or shipping container there. That’s the layout of the property. I made it a little different because I know there is a 25ft from the road.

Lonnie Roberts – Commission: You have a setback in the front and the rear.

Sylve: Yes, the front and the sides. The actual food trailer, if I use that over shipping containers that’s 20ft. It’ll put us in there with a few feet left. I spoke to John from Associated Engineering for a few seconds, and he said it’s a possibility.

Derrel Smith (Staff): Yes, sir, we do. We’ve reviewed it and would recommend approval with 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 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 follow all Overlay District guidelines.

COMMISSION ACTION:

Mr. Jimmy Cooper made a motion to approve Case RZ: 23-06, 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 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 follow all Overlay District guidelines.

The motion was seconded by Mr. Dennis Zolper.

Roll Call Vote:

Aye: 6 – Paul Ford, Jimmy Cooper, Jim Little, Dennis Zolper, Kevin Bailey, & Monroe Pointer

Nay: 0
