

Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Agenda Capital Improvement Bonds Task Force

Tuesday, October 21, 2025

4:00 PM

Municipal Center, 300 S.Church

SPECIAL CALLED MEETING

1. Call to Order

2. Roll Call by City Clerk

3. Approval of Minutes

MIN-25:087 MINUTES FOR THE CAPITAL IMPROVEMENTS BOND TASK FORCE MEETING ON

SEPTEMBER 30, 2025

Attachments: Capital Improvements Bond Task Force Minutes 09302025.pdf

4. Public Comments

5. Pending Items

COM-25:043 ONGOING DISCUSSIONS FOR THE CAPITAL IMPROVEMENTS BOND TASK FORCE

Attachments: Caraway Road Site Option.pdf

DPZ Analysis.pdf

Engineer Cost Estimate for Caraway Site.pdf
Engineer Cost Estimate for Washington Site.pdf
Most Recent Caraway Road Offer Received.pdf

Washington Ave Site Option.pdf
Parker Real Estate Letter.pdf

6. Adjournment



300 S. Church Street Jonesboro, AR 72401

Text File

File Number: MIN-25:087

Agenda Date: Version: 1 Status: To Be Introduced

In Control: Capital Improvement Bonds Task Force File Type: Minutes

MINUTES FOR THE CAPITAL IMPROVEMENTS BOND TASK FORCE MEETING ON SEPTEMBER 30,2025



Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Minutes Capital Improvement Bonds Task Force

Tuesday, September 30, 2025

5:00 PM

Municipal Center, 300 S.Church

SPECIAL CALLED MEETING

1. Call to Order

2. Roll Call by City Clerk

Chairman Brian Emison noted that Chris Gibson is in attendance, but he is coming into the meeting remotely.

Councilmember Chris Gibson joined the meeting remotely. He did not vote on any item. This is noted due to ACT 505 that went into effect on August 5, 2025.

Present 5 - Brian Emison; Joe Hafner; John Street; Chris Moore and Chris Gibson

3. Approval of Minutes

MIN-25:060

Minutes for the Capital Improvement Bonds Task Force Committee on Tuesday, July 1, 2025

Attachments: Minutes

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

Aye: 3 - Joe Hafner; John Street and Chris Moore

Abstain: 1 - Chris Gibson

4. New Business

Chairman Brian Emison said, I wanted to again this evening by just reading some prepared comments that I had for the meeting tonight outlining what we are hoping to achieve here. I just wanted to say, good evening and welcome, fellow council members, administration, and the citizens of Jonesboro. I wanted to say, thank you for being here today. Today we're going to be taking up a matter of great importance for the community that we serve. The focus that today's meetings is the strategic placement of the new E-911 Complex and a decision that goes to the very heart of public safety for our community. As we discuss, I encourage us all to weigh the decision through the lens of public safety, efficiency, and long-term community benefit. Our goal should be to make a thoughtful strategic choice that reflects both the immediate needs of today and the future demands of a growing community. With that in mind, I look forward to hearing the perspectives of each council member, department representative. and citizen. We all working together to arrive at the best

possible outcome for the entirety of the City of Jonesboro. To keep everything in a somewhat organized format this evening, it's my recommendation that we focus on the following areas of interest and discuss any pros and cons for either site location at that time and those areas I've listed as follows, being the economic impact, the city financial impact, and the Public Safety impact to the City of Jonesboro. I feel it's worth noting that once a decision has been rendered by this task force, a recommendation will be passed up to the Public Safety Committee and if approved, then it will be presented to full council for a vote to ratify any of these decisions that are going to be made.

COM-25:038 Updates for the Justice Complex

Brian Emison said, at this time, we'll go ahead and we will go ahead and get an update on where we currently stand on the Justice Complex. I think we have some items prepared for where we currently stand on that facility. You There are. Engineering Director Craig Light stated, I really don't have much prepared for the meeting tonight. We did receive a report back from the structural engineer that was hired by the insurance company to do an evaluation on the property. Their determination was, based on their opinion, that the damage to the building was not caused by a weather incident. So, they were not willing to pay towards any of the repairs to the building because of that. They reviewed the original plans for the construction of the remodel from the grocery store to the Justice Complex. I found some notes in there where the trusses, the boat trusses of the building were already damaged at that time and were epoxied together. They had some details about how they felt like the new roof should go on it, but that engineer's opinion was that it was just simply overloading of the roof trusses by the new roof and it wasn't weather related incident. So, the insurance company is not going to pay for that repair. We got an estimate and a drawing from a local structural engineer to do a repair of the broken truss. The estimate or the cost was \$115,000 to repair just that single truss. They could make no guarantees that there will not be more damage in a very short period to some of the other trusses in the building. We can't say that it's a one year, three year, five year fix. You are going to fix this problem and wait for the next one to happen because there is going to be another one. If you'll remember correctly, just two years ago, we put in some columns in the courtroom to remedy a problem that was developing on another one of these trusses. It's just a matter of time before another one happens. Again, obviously, it's the city council's decision. As a citizen and a taxpayer of Jonesboro, I hope that we don't put any more money into that building. It's just my own opinion. I'll try to answer any questions if anybody has any about that. Chairman Emison said, thank you Craig. Councilmember John Street asked, without money put into it Craig, there's absolutely no need to put anybody back in that building, right? Or have no intention to? Mr. Light responded, no. Councilmember Street said, okay, good. Chairman Emison said, thank you Craig. Mayor Harold Copenhaver said, Mr. Chairman, I will just add to what Craig's comments were that we are looking for other facilities as well on a rental type basis for the next several years depending upon the decision of what council would like to do with that facility. So we're planning for other options at this time. Chairman Emison said, thank you Mayor.

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COM-25:039 Site Discussions

Attachments: DPZ Analysis.pdf

Caraway Road Site Option.pdf

Most Recent Caraway Road Offer Received.pdf

Washington Ave Site Option.pdf

Engineer Cost Estimate for Washington Site.pdf

Caraway Road Site Option.pdf

Councilmember Chris Moore asked, Mr. Chair, are you wanting to discuss purely the cost of the building and the land acquisition at this time or you want to talk about the finance for economic impact? Chairman Emison said, we'll talk finance as far as the site purchase and the construction costs to go into it. Councilmember Moore said, I would like to have the floor then Mr. Chair. Chairman Emison responded, yes, sir. Councilmember Moore said, Mr. Chair, at the last meeting, there was quite a bit of information that I asked for, and I have got to thank the Mayor and his staff and Craig Light. They provided all of the relevant documentation I think we need to make a decision either way. I was concerned at the last meeting because on the Washington site, it's not just building a new 911 Center. It's also the demolition of the Justice Complex and the demolition of the old city hall and some drainage improvements. And at the time that I asked for the estimates. I was quite concerned that when you tallied up that asbestos removal, the demolition, and the various other on-site improvements requires to build the 911 Center that it would outpace in money the cost of developing on Caraway Road. But this past week, when the figures came in, it's actually kind of shocking. The estimates are broken down into two phases of phase one for the E-911 and then a phase two for the larger police headquarters. And, those figures were tallied on both sites. For obviously what we are going to start with the first will be the phase one the 911. And, when you look at those figures, and you calculate the removal of the two buildings and the drainage improvement, it's approximately \$654,000 cheaper to be on the Washington site. If you were to take the asbestos removal and the removal of the two buildings out of that, it' be over a \$1,000,000 cheaper to be on the Washington site. But as Craig knows and the Mayor knows, any decision that we made, we are still going to have to remove the Justice building to improve our lots down there. I think that's a no brainer. I don't see us putting city employees back in a building with broken trusses at any point. So, when you actually extrapolate out in phase two, which would be the total cost of the E-911 and the police station, the Washington site was \$30,949,000, which was a little bit over a \$1,000,000 less than the Caraway Road site. And, that includes remedy to our two buildings. Now, as a councilman, I am responsible for public safety, but also financial safety. And I don't see on phase one spending \$654,000 more money for the Caraway site than we can currently remedy our problem and build the new building. And, by the way, the buildings are the same on both sites. The costs for the E-911 and the eventual Police headquarters are the same price to actually construct the building. So, what we're really dealing with are the site improvements, drainage, removal of the buildings, and then on Caraway Road, property acquisition to build a new road for the current property owner to access his back road, install new utilities to the back road. And with that in mind, I'm in favor of us utilizing the property we have downtown. Now, some discussion has been made about possibly selling the property and using the proceeds to fund. If we sell the property on Washington to a private developer, the city will no longer have access to the property. Right now, if you looked at the barbecue festival, Winter Fest, Christmas Parade, a variety of downtown events, we utilize the parking lot and the parking spaces at the current justice building. So, there's also a benefit of us building. We would maintain approximately 130 parking spots that can be used for other downtown events that we would lose if we sell that property. So, what proceeds that we get and it ranges from \$650,000 to some \$2 million estimate on the property. By the time we spend a

\$1,000,000 less on Washington and then we calculate the loss of the parking lot and the utilization of that property, I think it becomes clear that Washington is a better choice. And, with that I will yield back. Chairman Emison responded, thank you, Councilman, I appreciate you.

Councilmember John Street said, if you look at, I mean, and I know we grazed over it real quick, but the economic benefit to the city and our concern too, is for downtown Jonesboro. A use for a museum or a mixed business complex would generate a lot more tax revenue and bring more people downtown, which is what the ultimate goal, I think, is of us too, is encouraging business and traffic stuff, but with the investment we've got on Caraway Road, even if it's a \$1,000,000 more, I think it would come back very quickly with the inconvenience of traveling back and forth and back and forth from downtown to our administration headquarters on Caraway Road. It would be much more efficient to have both in a single location. I think central location for access by the citizens of Jonesboro out there would be a little better. And I know some people are under the impression that if the police station is located downtown, that if there's some need for emergency police response, it's going to be a lot guicker and it's not. Mainly, you've got administration down there, so there's no army of police officers going to run out of a building if something happens. They're going to be dispatched from other areas of the city, no matter where you put the police station. Whether it be out there, down here or out at Craighead Forest, I don't think you're going to have any more police coverage for it. I agree with you 100% on the building. We don't need to spend another dime on the Justice Complex. We've already spent a lot of good money on that thing and it needs to come down. But too, and I didn't see a cost on it, but you just mentioned drainage, but I'm here to tell you the drainage costs or the cost to fix the drainage for the site down here, I think may eat into that million, if not overwhelm it pretty easily. Now again, I defer to Craig on that or some of our engineers, but I think all around from my point of view and I want to do the best thing for the citizens of Jonesboro too, I mean, I'm a citizen, a taxpayer and everything else, but I believe to build on the ex the site next to the existing building on Caraway would be in the best interest of the city in the long run.

Councilmember Moore responded, a couple of points to your comments, John, and I think you have the best interest of the city also. From the economic standpoint, I read the report the Mayor had about a children's museum or something to that effect, and the economic benefits were on taxes as far as income would pale, I would think, to a large-scale retail or a restaurant on Caraway Road, the proceeds we would net from that, I'm with you. I don't think it's a safety issue either way. I think we're just as safe in the city with the police station on Caraway Road as we are on Washington. I don't see that. If you'll look on your line item on the Washington, Craig put \$350,000 in there for 42-inch arch pipe and the drainage improvements on that site were included in on the figure that I gave you at \$9,484,300. It's line item five. Right after line item four, which, when you're looking at the figures on there, and I'm not casting dispersion on the Mayor, but all the site work was frontloaded on the Washington site. You'll see \$700,000 on that estimate and no site work estimate on the Caraway Road. It was all frontloaded because Craig and I think rightfully so, the entire site would need to be graded at one time. We would need sidewalks. We would need curb and gutters. It's not something that you'd want a piecemeal downtown. So, it's important to notice that it's not just \$654,000. It's also renovation of the parking lot site with the sidewalks, curb and gutter, removal of the two buildings, and \$350,000 in drainage work which is greatly needed down there. Now, as far as the inconvenience, there will be some inconvenience, I mean, it's probably a half a mile between Caraway and the Washington site, straight down the same street though. And, it's also important to note, and I had several people call, this isn't an either or. We're keeping the Armory

and the motor pool site, no matter what. I mean, it's not moving everything downtown. It's having both, and it's giving the Chief everything he wants. It's an E-911. It's a new police headquarters and then keep the current motor pool on Caraway Road and save \$1,000,000. Now, one of the arguments, and I may have made it with Brian, I know I made it with the Mayor. One of the benefits we have downtown is stability. Now, we see on a regular basis at the council meeting, one of our attendees always talks about businesses coming and going on Main Street and the alcohol situation and all of that. One of the things that we have on stability is county and municipal government. I am firmly convinced in the 26 years I've been on this council, if the council would have cut and run on the municipal building and we weren't anchored right here, and the county judge had cut and run on the courthouse and built a new courthouse somewhere, and the federal building wasn't here, downtown would have collapsed. We wouldn't be able maintain it. Having the stability of municipal buildings, mixed in with private investment, I think is the key to downtowns. I'll yield the floor back.

Councilmember Street responded, and I agree with you, Chris. I was here on board when we decided to do this building here. I mean, I was 100% behind this and I think it's the best thing that could have happened. And as you know, people were opposed to this. But I think it was a good anchoring effect for downtown. I think it helped downtown grow quite a bit to where it is today. I'd hate to think where it be if this hadn't been here in a central figure, but I don't think the police station, I mean, going back to that, is going to be the best anchor for downtown and there is a lot of costs. I don't know if Chief's got any figures on it or not, but with the motor pool out there, almost everybody has to go out there at some point in time for vehicle maintenance or to pick up equipment from Karen or Connie, or to do business with various CID offices or whatever out there. I just think it would be more efficient use if they were both collocated. Now, Chief may chime in on that. He may have a different opinion, but there's a lot of offices and a lot of interaction between offices, and I just can't help but believe that we couldn't have a better facility located together with more amenities and benefits for not only for police department, for the citizens. I think that site out there would provide one common gym for everybody to work in. You know, the Fire Department has a great gym. The Police Department has a pretty substantial, I mean, not substantial, it's a subpar gym, on the second floor of the old fire station down there, the old city hall. But you could have that, you could have training classes collocated, and the community could use a larger training room for various other things that they may want to host that at the police station to give them another place to host public meetings of different kinds for the community.

Councilmember Moore responded, all of those will still be available because it'll be the same building down on Washington. One of the things on convenience, I think, would be to the public. So, within a four block area, we would have our municipal building, we'd have the federal courthouse, we'd have the county courthouse, we'd have the police department, and we'd have the city attorney. Now, for the citizens who come downtown looking for government services, it doesn't get any more convenient than that you know, so their time is valuable also. Councilmember Street said, well I mean. Councilmember Moore went on and said, you are right across the street from all that. Councilmember Street continued, there is some interaction between the community and the police department, but not as much as lot of our other government offices downtown. I would disagree with that. I mean, I think the police department's a little more of a separate agency, kind of like the fire department. It might be, you know, nice to have the fire department down here, but you don't have that much public interaction with them, I mean, as far as office space or anything like that. I would love to hear what the chief's opinion is on this, because, I mean, I respect your opinion and I mean, I've got mine, but I personally think that I still believe that the Caraway Road

site would be the best site to put the whole complex on as opposed to splitting it up as we have now and having officers going back and forth, back and forth. You are right, it is on Washington, but man, there's a lot of a lot of traffic back and forth. I just believe it'd be more efficient all the way around if they were collocated.

Chairman Emison said, Chief, your name's been brought up a couple of times. Do you mind coming to the podium? Police Chief Rick Elliot responded, sure. Chairman Emison asked, would you mind speaking to any of the items that we've been talking about previously? Chief Elliot responded, sure. Chairman Emison replied, thank you sir. Chief Elliot said, good evening and thank you for this opportunity. So, let's talk about the parking for downtown BBQ Fest. Mr. Moore is right. BBQ Fest was this weekend and we had at least four, if not five barbecue trailers set up on the patrol parking lot for the weekend. So, that for BBQ Fest has always played an important part in the BBQ Fest to having that parking there. But as soon as we break ground on that property, that's all we going to be fenced off. There's no more public parking there, okay, because that's where this 911 building has got to go is in the back parking of the patrol building. So, now I'm going to displace my patrol officers in coming to their workplace to go in for the meeting so we can build a new building. In phase two, as we mentioned, but phase two, at \$30,000,000, that's not on today's agenda. That's probably, what, 5-10 years from now. So we're going to be displaced for 5-10+ years until we can build phase two to this new, whatever it's going to look like. That's problematic. We're already spread out due to the structural failure. We can't tear the patrol building down because they have no place to put patrol officers. I'm already displaced. I can't tear down the Justice Complex down to build a new dispatch center because it's connected to the existing dispatch center. So, until something's built, and I can move dispatch out, there's no tearing down anything. We're sitting there.

Councilmember Moore replied, now, you understand, Chief, that the new E-911 can be built without tearing anything down. Chief Elliot responded, that's not my understanding. Councilmember Moore said, well, you're not understanding it right. It's going on the corner of Monroe and Madison. Chief Elliot said, you can build the building. Councilmember Moore said, we do not have to demo either one of the other buildings in order to build the new E-911. Chief Elliot continued, you can build a building at Monroe and Madison, but until it's built, you're not tearing anything down at the Justice Complex. Councilmember Moore said, that's right, that's correct. Chief Elliot responded, you are talking about three years, that building is going to sit a minimum of three years until we tear it down or until they get this thing built, agree? Councilmember Moore replied, it's been there since 1952 Chief. Chief Elliot said, agree. Councilmember Moore said, okay. Chief Elliot said, but the facts are we have two existing buildings we can't really do anything with until we get this new building built right down there. Now, take away your extra parking, I've created a bigger parking problem because these people being moved over, but as you said, we can go across the street to the city parking lot, which is generally blocked off during Winter Wonderland because we do rides and things like that. But we're going to end up taking part of it over and not be able to shut it down to the public because I have got to have a place to park my employees. So, now I've got this building. I've displaced people, and now I am moving my Real Time Crime Center down here on Washington, away from my detectives who work together hand in hand every day. So, the efficiency of the police department is going to be even more fragmented for the next 10 years, I guess, or better until we get this main building built. It just doesn't make sense.

Councilmember Moore said, what I was going to tell you is that we are fragmented no matter what. Chief Elliot said, the thing is if I build a Real Time Crime Center on Caraway, we drop that piece of property in there, it will sit, that lot will sit until we can

move on to the next phase of whatever that is. At least that center has brought some, is keeping my people where they need to be next to my investigators. It is bringing my 911 people back closer where they need to be. We all work together. I don't deep fragmentation. I bet for fragmented for years. Yes, it's been a pain in the butt for my officers, for my staff to have to run up and down Washington for years. We've been like this ever since. We've been working out of a building that was built in the 40's-50's down here. And this department has grown for 3x the size it was back then. So, now we're down to, we're talking about that piece of property, but we've left out the gas station. If we're going to raze that whole lot, well, who wants the gas station sitting in the middle of all this property? I think the city needs to acquire that gas station so we can own the whole thing because we need the parking, right? Now, what's the cost of that gas station? I don't know. What's the cost of the environmentals to clean up, to take those fuel tanks out, and clean up that gas station? Well, I bet they exceed probably more than that million mark that we are talking about because this is the price break that we are at right now. It's about a million dollars between two places, right? So, now we have gas station next. So, we're now probably well over that million dollar threshold. So, now we're about even money. It wouldn't make sense. Consolidate everybody and put them on Caraway, including Code Enforcement. Get Code Enforcement out of the basement of this building. Free space up in this building because we are growing. Give IT some space downstairs to move, which they need, So, we're planning for the future. It's not going to happen over night. And I don't know what the politicalness is on buying a piece of property from Mr. Parker. But it's been political ever since this talk was started. And, I say take the politics out of it. This is business. This is a city business. We need to do it right. We need to not cut corners. We didn't cut corners on an \$80,000,000 sports complex, and I don't expect the city to cut corners on police services and public safety. We've had handme downs since I've been here, and it's time we do it, and we do it right.

Councilmember Moore stated, well, a couple of things Chief. You're getting the building and the E-911 that you want at either site. There's no difference in the building, the square footage, the size, the design. It's not like the Washington property is cutting corners, and you're getting a lesser of a building than you would get when you're on Caraway Road. You're getting what you're asking for. Now, as far as the construction, it's going to take the same amount of time to build the E-911 at either site. Down here, if this committee and the council votes fund it, construction can start immediately without the demolition of either other building. Chief Elliot responded, great, but you've displaced my patrol officers now. Councilmember Moore said, well, we don't have to displace them right now because they can stay right where they're at in that building. Chief Elliot said, they have to pull in that parking lot where you're going to build this building. It's going to be a construction zone. Councilmember Moore replied, they would be using the parking lot at the Justice Complex. You have 112 spots there, Chief. Chief Elliot responded, Oh, I'm very well aware of what the parking is. Councilmember Moore said, I'm just saying they don't have to go anywhere. They can stay right in the building they're in and they can use the parking lot at the Justice Complex while we construct the E-911 with no disturbance to your guys. Once the E-911 is completed, then the transition between the old building of the Justice Complex and the new E-911 can happen and then demolition can happen on the other two buildings so that you're not inconvenienced at all. Chief Elliot said, well, it is inconvenient because they walk from the car to inside. They are subject to call. Now, they've got to get out and go across the parking lot. Councilmember Moore replied, well, I wouldn't want for them to walk an extra 100 feet Chief. It's 100 feet from the building to the Justice Complex. That's what you're talking about. 100 feet. Chief Elliot responded, okay. Councilmember Moore said, so, I mean, I'm not saying that's not an inconvenience to walk 100 feet. I'm just saying, you're getting everything you're asking

for. Chief Elliot said, I understand everything I'm asking for. I'm not disagreeing. Councilmember Moore said, you're not being displaced. You're not being displaced until the entire construction is finished on the E-911. Everything will stay just like it is. Chief Elliot said, no, it's not like it is. The displacement becomes when you start moving in the E-911, you're creating a bigger division amongst the department. I need my Real Time Crime people, the camera people working with my detectives. My detectives are down here for the next 10 years. My video people are down here as opposed to walking across the parking lot to the building. Now, we talk about downtown, the ease access of downtown. I've got small two-lane roads. That is not the center point of the city. It may be the focal point for whatever businesses or government entities that you talk about, and I agree, but I'm talking about when my officers need to leave and get out from the police department, we can hit Caraway, Matthews and get where we need to go on four-lane road. We can get to ASU. These small roads downtown don't accommodate a high flow of traffic.

Councilmember Moore replied, Chief, I don't know what to tell you on that. It's six blocks versus four blocks. It's four blocks to Marion Berry Overpass from where you're at. It's six blocks from the new site. I mean, we're arguing over two blocks and 100 feet your guys might have to walk due to construction. Chief Elliot said, we're arguing over a million dollars. Councilmember Moore replied, well yeah, a million dollars is a lot of money Chief. Chief Elliot continued, and then not counting the gas and not counting the gas station. Councilmember Moore said, that would be 20 more officers for you this year. Chief Elliot said, well, if I could get 20 more officers, that's another thing, you know, yet to be addressed, but finding people that want to do the job. But I'm trying to be efficient in what we do as police service. It's all about efficiency. It'd be like, why won't we just take the Finance Department out of City Hall and move them down there? Let them come back and forth day in and day out. It's the same process. I've got captains that are back and forth, the administration several times a day because we have business to conduct. At the end of the day, a beautiful building downtown, a beautiful building on Caraway. Hey, I get it, the end goal, okay, that's great. Now let's talk about functionality, let's talk about, you know, what's good for the Police Department. (Chief Elliot addresses the public to the side. Hands raised were in favor of Caraway Road.) Anybody think, we need to be on Washington, raise your hand? Anybody think we need to be on Caraway? We can do one at a time testimony if you like. I mean everybody has an opinion on this. We agree. And at the end of the day, when it's all said and done, did and over with, you're probably not going to change your stance, I'm not going to change my stance. As a council, as a committee, what's best for the Police Department, what's best for the City of Jonesboro, that's the decision that's needs to be made. But it needs to be made, looking at it with open and objective eyes. People are making decisions for the Police Department and have not consulted anybody in the Police Department, which I find kind of offensive that, you know, there's not been sit down conversations, but we get people from wherever come up and say, well, the Police Department needs to be here and needs that, just whatever. Come and sit down with the people at the Police Department before you talk about what you think the Police Department needs. And, that has not happened by very many people on this council. So, I would hope we have those talks before we make the final decision on this because again, I feel it's best suited downtown for all aspects of the police department. I respect your opinion, but at the end of the day, I'm going to do what I think is best for my department and my people.

Chairman Emison said, thank you Chief. Okay, all good conversations, all good questions, all good points. I want to say thank you to Chief and to Councilman Moore for bringing up those items support. We've received quite a bit more data since we met last time. We have the DPZ analysis study, which we spoke a little bit about that from

the economic aspects, the different side options, the site breakdowns, the individual line items, all that information has been made available to everybody on this committee. I know that it's quite a bit of information to digest and I would highly recommend anybody that's on City Council that hasn't had an opportunity to view these items to take a look at those, render your decisions because this will be coming to your desk in the future with whatever decision that we make here from this committee. And of course, reach out to Chief Elliot, reach out to anybody that you have any questions about anything else that's contained in these items. Tonight, we will not be having a vote on this. Due to legislative constraints, we have to have everybody in session to be able to make that vote.

The next meeting will be set on Tuesday, October 14, 2025 at 4:00 p.m. to send a recommendation to the full Council.

Filed

5. Pending Items

6. Other Business

7. Public Comments

Patti Lack, 4108 Forest Hill Road, said, I guess this is coming from a citizen standpoint and listening to the conversation over the past months. First, I have to say I'm really glad that we're not talking about what was brought up a couple of weeks ago about the Children's Museum. I think that was kind of a surprise and especially when looking at the analysis report of talking about the economic impact to Jonesboro. The economic impact they were comparing to Myrtle Beach versus Jonesboro. We are not Myrtle Beach in talking about the numbers. I don't know what' problem with having children's museum here. I think it is needed and I think it needs assistance from the city. I know they're having a difficult time trying to find a location. So, given that, I went on the agenda and I looked at the two prices, and I do have a couple of questions as far as like on the Washington Avenue, it was talking about the asbestos, the demolition, and stuff like that. We had talked at one time that maybe the ARPA funds could help with the demolition. I think that was \$361,000 in it, but I think \$100,000 less after the finance meeting today. But on this chart right here, it has a site work at \$760,000. But if you look at the Caraway one, it doesn't list site work on that. So, I don't understand why there's not a total on that. Also too, the drainage of \$350,000 on the Washington and I know that there's got to be some type of drainage problems over there on Caraway. So, I don't understand why that amount is not on that one right there. Right off the bat, that Caraway project has a new \$1,500,000, because we have to buy the property. So that's added costs. So even like Mr. Moore, you were saying, is that as close to \$700,000 difference, really we are adding the \$1.5 million, and I don't know where we're going to come up with the money to purchase that land. I don't know that city has any extra money just sitting around. But I think the bottom line is that we are talking about just a E-911 Center. We have \$5.5 million from the bond money. That's all we have or we allotted for, but both of these estimates are way above there. So, where are we going to get the extra money to do this? I agree, you know, we could right now, could put that E-911 Center right there on Washington. And we could build it today because time's going to start running out, because I think at three years that we have to complete all the bond projects. The contract from Mr. Parker, I guess we should say thank you very much because you reduced it \$500,000 from \$2 million that

it was last year, but we still have all the conditions that the city has to meet to meet his requirements to purchase it. I know that there was some post-it notes looking at the dates. I think the only thing that changed on that contract was the top sheet, and it was a price part of it. Everything else was signed except for what the city was. And I just have to tell you, that property has been for sale for a long, long time. I think it's been for sale ever since I moved here 30 some years ago. You know, a long time ago, that property was probably worth a lot of money, but I don't know really what it's worth right now. But I guess it's worth \$1.5 million for us to buy it. I had to warn the city, you know, I put on there with the developer, we are developing that piece of property from Mr. Parker to build his houses our condos. Just some warning, some of the developers out there in Jonesboro might be saying, "Hey, you know what? Why don't you pay for some of mine too? Because why is Mr. Parker being given this extra privilege that Jonesboro is doing the work that he's supposed to be doing as a developer. Bottom line, we have \$5.5 million to build this, and we need it right away. Is the building's the same thing exactly? Is the distance that far apart? It's not. But I think we need to get these people in a new building as soon as we can. And that's what the goal is that you guys have to decide where it goes. It's the same building, same price if you look at everything else. And, where can we get it done the fastest? And, if we can't get it done at these two locations, I have to tell you guys, we have property or the city has property over there on Johnson. Why can't you put the E-911 Center over on Johnson and then build a brand new police station over there. You know, keep the property over here, sell the current police station on Caraway, get that money and build on Johnson. And, there's a hold acreage right there. So, that's another option that maybe we need to start thinking of because I think the difference between the two, there's not a lot of difference, except we need to use the land that the city already owns. We don't need to go ahead and buy property for \$1.5 million from someone that wants that property sold. Heck, we might as well sell the property, the police station to Mr. Parker, then he can develop that whole area and make some money. So, my vote, and I think a lot of people in this town want it to go where the Justice Complex is. And, it doesn't have to be torn down, it can be built right now. So, I hope you guys take that. Thank you. Chairman Emison said, thank you Patti.

Lieutenant David McDaniel, Jonesboro Police Department, said, I'm here just to hopefully shed a little bit of light on the importance of the Caraway location. I have been with the police department, I'm working on about 28th year now. I actually was in the E-911 Dispatch Center prior to coming onto the police department. So, I am working on my 30th year with the City of Jonesboro. Just to kind of echo a little bit about what the Chief said. Law enforcement is a funny industry. People come up with products and gizmos and vehicle designs. The Ford Taurus, where's my six foot plus guys?, Do you remember the Ford Taurus design with cops input. There's no way. There's no way. They had a strap on the door. You can only open it that wide. I still don't know what that was for. There was a lot of those things that accidentally got cut, you know, and it was just, it's hard to work in an industry where you have so many dedicated people with the integrity they have, and no one ever comes to you and say, how can we serve you better? What is it you need? And, just to shed a little bit a light and why I feel personally motivated to be here is currently I'm assigned as the administrator of the Real Time Crime Center. That is my function is to keep that place running. We have a lean team. One of the intregal parts of that team is a relationship with a Criminal Investigation Division. We are adjacent to them in that building. We have a constant flow of foot traffic in and out of that room from those investigators. And, to break that relationship geographically would be detrimental to my function, being more strategic and efficient. There are things that happen in that room. Time is of the essence. We have, just over the weekend, thank God it worked out well, but the kidnapping that occurred. It's important to have those investigators in their offices and

us at our terminals and to be able to talk to each other in real time face to face. Those investigators know things. They have been on the phone. They need to come look at that footage with their own eyes and see those things. And, my concern now is phase two. If you take this building and you put it on Washington and of 112 spots that you say are at the Justice Complex, that parking spot is on the north side of the patrol building. That's where we're talking about putting that building. All you're going to have is, what would you say, there's 30, 40 spots at the Justice Complex proper, maybe and police work is 24/7. There are shifts coming in all day long. We have a place to put those guys. And we're going to shut that whole parking lot down and set me and my division down there for the years that I have left with this agency. and have my investigators have to drive several blocks, park 100+ feet away to get to me where stuff that needs to happen urgently and where they need to get in that room and see these things. And, I'm worried about the time that's going to pass between the E-911 Real Time Crime Center being completed and down the road when the police department's completed. We need a bridge that gap where it's more efficient. It's not going to be ideal being disconnected at Caraway, but at least we're the same parking lot. We're there with each other. And, I think that would cause as little chaos as possible during the transition because even if we decide to build a new police department today on top of this other center, it's years down the road before this is complete. And, I think that's going to be a detriment to how well we do our job. And, I think that's probably one of the main concerns that I have is, can we take that and overcome when it comes to public safety? I think it's going to put us a step back in the wrong direction. I think it's worth listening to the people that you are doing this for. What is it that they want? You know, you hire people to come to your home and build you furniture, like cabinetry or whatever. They wouldn't just come in and say, well I've decided what's best for you. This is for us. It needs to be, it needs to have our input in it. And, I think it's an investment in the city that is very worthwhile, especially when it comes to the public safety factor. The changes in technology that's coming down the pipe in these real time crime centers are going to be more and more efficient, quicker, and that relationship, that face-to-face relationship with the officers in the room who need things for something that happened yesterday, something that's going on now. I don't think we need to take that and divide it any more than it needs to be. I'm concerned about that. That's all I have to say. Chairman Emison said, thank you Lieutenant.

Jeremy Terrell, 909 Pinecrest, said, a couple of things. Number one, I agree 100%. The Police Department has been shafted for years. I eat with you guys. I know a lot of you guys. Dear friends of you guys, but there's a lot of stuff that's has to be fixed, including this situation that we got. Now, I want what's best for you guys. 100%, I talk about it all the time, 100%. I do take a little bit of offense, Chief, with all due respect, that you just say it's just a \$1,000,000. As a taxpayer, I want to make sure that everybody up here is spending the money based upon all the taxpayers. So, a million dollars is a ton of money. Now, sometimes, it makes sense and sometimes it doesn't. The problem that I have is number one, for a \$600,000, even at \$1.5 million, \$600,000 per acre for this place. If you take the most prime location in Jonesboro, which is probably south or Southern Hills, it's between \$120,000 and \$150,000 an acre. And yet, everybody wants the taxpayers to be okay with spending \$600,000 three to four times more per acre. That's not okay. So, had the price be adequate, maybe the citizens wouldn't be aggravated. So, you guys got all the reasons to be aggravated. Trust me, I've seen pictures. I've walked in there. I've been in both facilities. I think it's absolutely atrocious. I think it's time that you guys get taken care of 100%. But, then there is the taxpayer side. And, that's super important. And, some way, some how, we've got to become, we got to come together on it. So, maybe whoever's negotiating, the Mayor or whoever can go back to the person that's selling it and say, "Hey, let's get

realistic on the price." And then that'll drive that price down and that million dollars will be a whole lot closer because a million dollars is a ton. What can you do with an extra million dollars? A whole lot. So, yeah, we need to have your guy's input, but we also need to be realistic in what's going on, too, and not act like we just got money on the money tree in the back. So, is it going to be inconvenient? Heck yeah. You guys have been inconvenienced for 20+ years. Absolutely. And, I think we need to be building for the future 100%, and I don't think you guys need to be shafted anymore without a doubt. But, this is about the taxpayers getting what they believe is right, and you guys getting what you believe is right, and at the end, we can all be happy about it. It's called meeting in the middle. We don't like to do that anymore. We don't like to work together anymore for some unbelievable reason. But, at some point in time, that's the way we got to be. We got to meet in the middle, discuss what's best for everybody. It's not just, you guys get it, and we get shafted with \$1,000,000. It's not just us get what we want, and you guys get shafted again. That would suck. I'd be just as pissed off as you are. But there's a lot of things that we've got to do, not just with the location, but a lot of internal things and a lot of things we've got to do together, not just where the doggone location is to get better. So, I think that this needs to go definitely again to another conversation, but we can't keep acting like the money is not the taxpayer's money. That's insane to me. \$600,000 an acre. When the sports center, which is maybe the most prime location was \$140,000 an acre. Chairman Emison said, Mr. Terrell, I need you to address the committee and not other people in the audience. And, we also need to watch our language in a professional setting. Mr. Terrell said, sorry, what did I say? I'm so sorry. Chairman Emison said, just let's watch our language going forward. Mr. Terrell said, 100%, I apologize for that. So, I do believe that this is a tough decision. I think that this is 100% a big part of the future of Jonesboro, 100%. I will say each of you guys I sent a thing to you talking about, today, talking about the economic value of having the police station downtown. I encourage you to go read it because it's actually the opposite the way you said. Having the police department downtown is way more economical or economic for downtown, it will raise the prices of the property downtown, the amount of patrons feeling secure. You know, we have the entertainment district, the numbers are up, if you add them up right. It would make a huge difference to downtown, the property values would go way up. That's a study that's been done across the United States. Property values going up would far surpass anything that the children's museum would bring in. So, I am for us fixing the police department, 100%. I just want it to be done what's fast for the police department and what's best for the citizens alike. So I would love to see, it'd be a whole different conversation, I think, with everybody if we were buying the doggone place for, you know, \$300,000 instead of \$1.5 million. So, thank you. Councilmember Moore said, Mr. Terrell, just a point of order, it's \$880,000 an acre, not \$600,000. There's a \$600,000 road improvement that had to be built on top. Mr. Terrell said, absolutely correct. Councilmember Moore said, so it's \$880,000 an acre. Mr. Terrell repeated, \$880,000 an acre, that's robbing the taxpayers. That's robbing the taxpayers. Show me anything else in this town where we're going to spend that amount of money, anywhere. And, it can't just be because that's where the police department wants it. I mean, I want a lot of things, but I don't get that. You know, I got to abide by everything that you guys set and rule. And, you guys are supposed to make sure that you're spending our money. That's one of your guy's primary jobs is spending our money wisely and making sure that you're not allowing us to get ripped off. Thanks. Chairman Emison said, thank you for your comments.

8. Adjournment

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

Aye: 3 - Joe Hafner; John Street and Chris Moore

Abstain: 1 - Chris Gibson



300 S. Church Street Jonesboro, AR 72401

Text File

File Number: COM-25:043

Agenda Date: 10/21/2025 Version: 1 Status: To Be Introduced

In Control: Capital Improvement Bonds Task Force File Type: Other

Communications

ONGOING DISCUSSIONS FOR THE CAPITAL IMPROVEMENTS BOND TASK FORCE

\$587/SF \$1M THUD allocation in process \$3.5M Congressional appropriation pending	\$500/SF \$100/SF	\$650,000 to \$2,500,000 for redevelopment or sale
\$1,500,000 \$605,000 \$5,224,300 \$1,000,000 \$1,700,000	\$380,000 \$20,000,000 \$1,465,000 \$21,845,000	\$650,000 to \$2,500,000
PHASE 1 - RTIC/911 DISPATCH Land Cost Access Road and Parking Building Costruction (8,900 SF) IT Equipment/Consoles Radio Tower/ Radio Transition	PHASE 2 - POLICE HEADQUARTERS Site Work (demo and parking) Building Construction (40,000 SF) Existing Police Bldg. Remodel (14,650 SF)	LAND VALUE -WASHINGTON AVE. PROPERTY

CARAWAY

Any potential sale or lease of the 314 W. Washignton property would effectively reduce the total project cost.







PROPOSED 911 AND REAL TIME CRIME CENTER CITY OF JONESBORO







PROPOSED 911 AND REAL TIME CRIME CENTER

STEPLAN W-PHASEII

CARAWAY ROAD

PPPP

POLICE STATION

EMSTING POLICE STATION

MOTOR POOL BULDING

10

7 SPACES

TOTAL SPACES: 224

CITY OF JONESBORO



Memorandum: Downtown 911 Center Return on Investment

To: Mayor Harold Copenhaver, City of Jonesboro, Arkansas

From: Matthew Lambert, Partner, DPZ CoDesign

Date: September 17, 2025

This memo provides a brief analysis analyzing the return on investment to the City for 3 future development scenarios of the properties 410 W. Washington and 314 & 316 W. Washington.

The uses being considered - a 911 call center, a Children's Museum, and a mixed-use development.

. The uses being considered - a 911 call center, a Children's Museum, and a mixed-use development all contribute in different ways. While much of Downtown is underdeveloped today, every acre offers an opportunity to enliven and inspire, producing significant and compounding revenue to support City services and activities, as well as reinvest in the Downtown and other areas of need.

To bring the most value to the City, investing in and enhancing Downtown will pay dividends over time, financially, for quality of life, and for the City's reputation. But the character of investment is very important. Investments should either:

- Bring more residents to the Downtown;
- Bring more visitors to the Downtown; or
- Enhance the Downtown environment, including plazas, pedestrian improvements, and activities.

Currently there are not enough people living in or visiting Downtown on a daily basis to support its retail, nor enough of a diversity of ages and active times of day. With more people, including different family compositions and levels of discretionary spending, more and various types and price points of Downtown businesses will be supported. In turn, that diversity of business then appeals to more residents of the greater community, growing vibrancy and tax base at the same time.

Secondary spending in the community is key. Considering a realistic mixed-use development of the site as well as a museum, both would bring between \$1.5M and \$2M of annual spending to area businesses. Not all spending would be Downtown initially, but more could be captured over time as businesses grow. Of that, the City itself (excluding State & County taxes) would benefit from \$30K to \$40K in annual sales tax revenue from resident or visitor spending. In addition, the small retail component of either redevelopment scenario would also generate sales tax revenue, likely another \$5K to \$10K to the City on top of the secondary spending.

There are some financial benefits to the 911 call center, but they are small, about \$280 per year in secondary sales tax to the City. The 911 call center provides other community benefits, a necessary service, but its location in Downtown does not contribute to the vibrancy of the Downtown environment, nor does it generate visitors or house residents, both of which contribute more to the Downtown economy.

Scenario estimates

I've put a few assumptions together for this estimate. It is a bit beyond the typical Urban3 analysis, especially with the museum, and we haven't yet modeled the City. I've instead run the comparison with some examples from Urban3 as well as research, showing my work so you can check my assumptions. Both scenarios use the general retail per square foot amount that is averaged from Urban3's recent work in Rogers - \$8.67 in total sales tax per square foot of retail use. Arkansas does not provide property-level detail for sales tax, despite the tax's importance to city budgets. Assumptions can be made based upon other states, but I have not included any downtown tax revenue increases compared to suburban commercial tax revenues that are typically seen across the country.

Overall it looks like both the mixed-use development and museum are good options. It's really based on the indirect spending in the surrounding area for both cases. Given the location, retail would be limited, which is where you make most of your revenue, and retail for the museum is also a small portion of the footprint. For-profit museums pay sales tax on tickets, and property tax, but non-profits only pay tax on cafe & gift shop sales. But in the overall community, it seems a museum with 100,000 visitors per year is equivalent to a 90-unit apartment building. The 911 call center unfortunately provides very little secondary financial benefit for the City.

For a 911 call center

- Spending in the community
 - 30 staff for the call center -> \$280 per year in city sales tax (excluding state & county tax)
 = about \$1,400.00 per year in total sales tax on \$142,350.00 spending using \$13 per day per employee, with 30 staff.
- Direct tax revenue
 - No revenue for the city based on either property or sales tax

911 call center assumptions:

The call center would maintain a staff of approximately 30 people, typical of similarly sized cities and current staffing. Staff spending is considered only as employees in Downtown, not also as residents. Staff as residents are equivalent to any other additional residential growth in the area, but the site does not provide additional residents on premise. A call center could be housed within a mixed-use development that includes housing, but this is not common because retail tenants and households provide higher rents and outcompete services like call centers.

For a development

- Spending in the community
 - 90 units in the mixed-use building -> \$37K per year in city sales tax (excluding state & county tax) = about \$185K per year in total sales tax on \$1.9M spending using \$30 per day per person, with 90 units, assuming many singles.
 - o 60 units in the mixed-use building -> \$26K per year in city sales tax
- Direct tax revenue
 - \$14K per year in city sales tax on about \$70K total.
 - \$36K per year in property tax, \$8-9K for the City

Development assumptions:

I'd estimate you could get between 26 and 30 units per floor and up to 26,000 sq.ft. on ground floor space. Though the location isn't going to support that much commercial, so more likely corner-focused

retail and more ground floor dwelling units. So if it goes 4 stories, thats about 8,000 sq.ft. of retail and 90 units, and about 60 units at 3 stories.

For the children's museum

- Spending in the community
 - \$39K per year in city sales tax = about \$195K per year in total sales tax on \$2M spending using \$20 per day per visitor, with 100,000 visitors over the year (can vary).
- Direct tax revenue
 - \$4K per year in city sales tax -> tax revenue would be based on cafe & gift shop sales tax, so it's hard to estimate, maybe \$20K per year in on-site sales tax with 2,000 sq.ft. for these uses within the museum.
 - I'm assuming the museum is non-profit and would be tax exempt for ticket sales and property tax.

Museum assumptions:

The children's museum would be non-taxable so you don't have any direct tax benefit from tickets but you do for the cafe & gift shop. As for indirect benefit, we don't know, that really more of an economist thing. Visitors spend \$15-30 per visitor for food, parking, and retail, so it depends on annual visitors (here is a study) from the Children's museum on Myrtle Beach). Basically they'd increase sales tax revenue in the downtown area and help retailers and restaurants. If there are 150 visitors per day, that's around \$3,500 in spending per day.

Recommendation

Notwithstanding the convenience for staff, a call center can be located just about anywhere. Downtown has a lot of potential but needs a lot of support. That should come from new residents, attractions for visitors, and new businesses. Employment is also important, especially for daytime sales, but high-density employment compliments downtowns, not low scale. The City certainly has other locations that would be best suited for a call center. Focus Downtown on concentrating and scaling activity - on the street. People walking, driving in, enjoying public spaces. This is critical; Urban3 has proven that across the country, downtowns are, were, and can be the financial powerhouse of a city, exceeding even high sales tax generating power centers. Most cities adopted policies and positions, nationally promoted, prohibiting downtown success. Some have learned, and from my brief time in Jonesboro, I see new development in Downtown has turned the page. Every acre in Downtown is precious and should contribute to its vibrancy, which is its success, which is the City's success.

As always I am available for any questions or further considerations or analysis.

Sincerely,

Matthew Lambert
Partner, DPZ CoDesign

Caraway Site Phase 1

Item	Quantity	Unit	Unit Price	
Earthwork	5,000	CY	\$10.00	\$50,000.00
Class 7 Agg Base	1,275	Ton	\$50.00	\$63,750.00
Asphalt	600	Ton	\$210.00	\$126,000.00
Curb & Gutter	2,670	LF	\$18.00	\$48,060.00
Lighting	1	LS	\$60,000.00	\$60,000.00
24" RCP	800	LF	\$120.00	\$96,000.00
Inlets	7	Each	\$6,000.00	\$42,000.00
Sod	2,000	SY	\$6.00	\$12,000.00
Sidewalk	650	SY	\$50.00	\$32,500.00
Landscaping/Irragation	1	LS	\$20,000.00	\$20,000.00
			Total	\$550,310.00
		100	% Contengency	\$55,031.00
			Total Cost	\$605,341.00

Caraway Site Phase 2

Item	Quantity	Unit	Unit Price	
Earthwork	5,000	CY	\$10.00	\$50,000.00
Class 7 Agg Base	1,005	Ton	\$50.00	\$50,250.00
Asphalt	500	Ton	\$210.00	\$105,000.00
Curb & Gutter	1,600	LF	\$18.00	\$28,800.00
Lighting	1	LS	\$50,000.00	\$50,000.00
Sod	3,000	SY	\$6.00	\$18,000.00
Demolition Pavement	1,000	SY	\$16.00	\$16,000.00
Demolition Sidewalk	200	SY	\$17.00	\$3,400.00
Demolition Curb	500	SY	\$6.00	\$3,000.00
Landscaping/Irragation	1	LS	\$20,000.00	\$20,000.00
			Total	\$344,450.00
		10	% Contengency	\$34,445.00
			Total Cost	\$378,895.00

STILL TO BE NEGOTIATED

Sewer	500	LF	\$100	\$50,000
Water	500	LF	\$60	\$30,000
Electic	500	LF	\$15	\$7,500
				\$87,500
			Engr. (15%)	\$13,125
			Cont. (10%)	\$8,750
			_	\$109,375

Washington Site

Item	Quantity	Unit	Unit Price	
Earthwork	4,000	CY	\$20.00	\$80,000.00
Class 7 Agg Base	2,500	Ton	\$50.00	\$125,000.00
Asphalt	1,400	Ton	\$210.00	\$294,000.00
Curb & Gutter	1,626	LF	\$18.00	\$29,268.00
Lighting	1	LS	\$60,000.00	\$60,000.00
Demolition Curb	600	LF	\$6.00	\$3,600.00
Demolition Pavement	650	SY	\$16.00	\$10,400.00
Demolition Sidewalk	550	SY	\$17.00	\$9,350.00
Sod	1,800	SY	\$6.00	\$10,800.00
Sidewalk	560	SY	\$50.00	\$28,000.00
Landscaping/Irragation	1	LS	\$40,000.00	\$40,000.00
			Total	\$690,418.00
		10	0% Contengency	\$69,041.80
			Total Cost	\$759,459.80







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Page 1 of 14

Form Serial Number: 052719-800174-7159057
1. PARTIES: City of Jonesboro, Arkansas
(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from
(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").
2. ADDRESS AND LEGAL DESCRIPTION:
Attached As Exhibit 1
3. PURCHASE PRICE: Buyer shall pay the following to Seller for "ty (the "Purchase Price")
\$1,485,000.00 payable as follows:
3. PURCHASE PRICE: Buyer shall pay the following to Seller for "ty (the "Purchase Price") \$1,485,000.00 payable as follows: by check at closing Latest by broker. Please note - timelines Please note - timelines
Lates by pro-
city lates
to any
te - clines
Please not time to see
closin capiesen The
or not relation to be
do l'egishavetet
pending in a contra unit
1 tes with a to conval
an ted ted appro
Please note - any dates Please note - timelines or closing represent here or not legislation to be do not legislation to be Pending would have tract it pending would a contract it dates the test to council Is present for approval
Page 1 of 14



Page 2 of 14

		052719-800174-7159057
4. CO	NVEYANCE: Unles	s otherwise specified, conveyance of the Property shall be made to Buyer by $\overline{\mathbf{x}}$ general
and her CO PA INV RA tran	d easements if any, rein, SUCH CON\ NCERNING AND RAGRAPH 17. IT / ESTIGATE THE .MIFICATIONS THE rester legal title to the Property, including	al warranty deed, in fee simple absolute, except it shall be subject to recorded instruments which do not materially affect the value of the Property. Unless expressly reserved YEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL REOF. Seller warrants and represents only signatures set forth below are required to a Property. Seller also warrants and represents that Seller has peaceable possession of all improvements and fixtures thereon, and the legal authority and capacity to convey and sufficient general warranty deed, free from any liens, leaseholds or other interests.
insi fror mo thei an issi	urance agents as dem many Closing Ager re of Buyer and Se ir Closing Agent(s). American Land Title ued by a company o	Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title befined by Arkansas law and do not and cannot receive direct or indirect compensation at regarding the closing process or the possible purchase of title insurance by one or liler. Regardless of the policy chosen, Buyer and Seller shall have the right to choose Within days of acceptance, Seller shall furnish to Buyer a commitment for Association (ALTA) owner's title insurance policy in the amount of the Purchase Price of Seller's choice authorized to insure title to real property in the State of Arkansas and broably acceptable to Buyer.
in the	he ALTA commitme er matters that wou 5 days of deliven ice shall state spe	ment shows special exceptions to title other than those standard exceptions contained on form, and where such special exceptions relate to restrictions, conditions, defects or id interfere with Buyer's use or adversely affect the value of the Property, then within any of the title commitment, Buyer shall deliver written notice thereof to Seller. Such cifically those exceptions to which Buyer objects. All objections not specifically a a timely delivered notice shall be deemed to be waived by Buyer.
hav If, v with fron	re the exceptions wawithin such 5 nin that period, Seller	lays of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or ived or removed by the title company issuing the commitment. _ day period, Seller fails to cure and/or waive such objections and exceptions, or delivers written notice to Buyer that it will not so cure, then within days otice from Seller or the end of the period within which Seller may cure (whichever is have the option to:
		Estate Contract by delivering written notice thereof to Seller, in which event all sums / Buyer shall be returned to Buyer; or
	Agree to purchase t in the Purchase Pric	he Property as scheduled subject to such objections and exceptions with no reduction se; or
(objections. If Buye	days to give Seller additional time to cure such fails to deliver notice of termination or grant an extension of the Closing date within actions shall be deemed to be waived and the transaction shall close as scheduled.
		committed owner's title insurance policy as soon as practicable after Closing, and shall d to the owner's title insurance policy.

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ago o or re
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6. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market. The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.
X A. The Deposit is not applicable.
B. Buyer will pay to Seller the Deposit in the amount of \$
☐ i. Within days following the date this Real Estate Contract has been signed by Buyer and Seller; or ☐ ii. Within three (3) business days following agreement to repairs on Inspection Repair & Survey Addendum; or
iii. Other:
7. EARNEST MONEY: Earnest money is in the amount of \$
☐ A. Earnest Money is tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will
be made payable to Listing Firm, Closing Agent Other Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
☐ B. Earnest Money will be tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it
will be made payable toListing Firm,Closing AgentOther
Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)
x C. No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.
The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.
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8. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.
X A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,
showing property lines only ALTA Certified Survey
x showing all improvements, easements and any encroachments will be provided and paid for by:
Buyer 🕱 Seller 🔲 Equally split between Buyer and Seller.
B. Buyer declines survey.
C Other
C. Other
Specific Survey Requirements: Survey to include the existing topography.
Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name. 9. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, and special assessments rental nauments, and interest an any assumed leave the little to the legal benefits of a survey certified in Buyer at Closing.
taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.
10. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have

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the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring

ownership of the Personal Property to Buyer.





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11. CLOSING: Closing is the date and ti deed. Buyer and Seller agree the Closing	me at which Seller delivers the executed and acknowledged and acknowledged and acknowledged and seller. If the changed by written agreement of Buyer and Seller. If
the sale is not consummated by Closing	date (or any written extension thereof) the parties shall have at law, including the remedies available to them in Paragraph
Firm or Selling Firm to choose a Closing Agent(s) other than Selling Firm or Listing to indemnify and hold Listing Firm and Sel	Firm, then Paragraphic ach jointly and severally agree onal misconduct and negligen
	1 adult lix
Deportunity to review prior to Closing. Buyer and Seller shall each have the indemnify against loss of closing further party(ies). Listing Firm and Selling Firm Agent(s) about the availability and benefit. Unless otherwise agreed by Buyer and Selling Firm and	the following protection, to title insurer's named aid by the requesting and by the Closing named and by the Closing named and by the Closing named and by the party indicated below. Buyer
Unless otherwise agreed by Buyer and Se	by the party indicated below.
Seller	Buyer

Title Examination or search fees Premium for owner's title insurance policy Preparation of conveyance documents One-half of escrow fees One-half of documentary stamps Other charges as customarily paid by Seller IRS Notification form

Recording fees

Premium for mortgagee's title insurance policy Preparation of loan documents One-half of escrow fees One-half of documentary stamps Other charges customarily paid by Buyer

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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Form Seria	al Number: 052719-800174-7159057
12. POSSES	SSION: Possession of the Property shall be delivered to Buyer: (Check one)
X A . Up	oon the Closing (Seller's delivery of executed and acknowledged Deed).
B. Oth	her, as follows:
W- 447 (A17 - 1447	
— 42 CELLED	PROPERTY DICCI OCUPE. (Charle and)
	R PROPERTY DISCLOSURE: (Check one) uyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or
Li a fa	isting Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, written disclosure prepared by Seller concerning the condition of the Property, but this act neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of his Real Estate Contract. The written disclosure prepared by Seller is dated (month)
	ne latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
Pr Ri di te to th te wi	uyer hereby requests Seller to provide a written disclosure about the condition of the roperty that is true and correct to Seller's knowledge within three (3) business days after this real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the isclosure within the three (3) business days, Buyer may declare this Real Estate Contract erminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared erminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits for restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real state Contract.
Bı di Co se SI	Ithough a disclosure form may have been completed (or can be completed) by Seller, uyer has neither received nor requested and does not desire from Seller a written is closure concerning the condition of the Property prior to the execution of this Real Estate ontract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance of the forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY ELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS EEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
BI IN	uyer understands no disclosure form is available and will not be provided by Seller. UYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL IDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL STATE CONTRACT.

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- 14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):
 - A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
 - B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
 - C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
 - D. No underground storage tanks are located on the Property.

X	A.	None
---	----	------

B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

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Buyer agrees to construct the East/West entrance, utilities, Evergreen Trees along the West property line, and drainage improvements shown on the Conceptual Layout attached as Exhibit 2 ("Improvements") to comply with the requirements of the City of Jonesboro and City, Water and Light in order that Seller, its successors or assigns may then extend the street and utilities to the West as shown on Exhibit 2 at the expense of Seller, its successors or assigns. The improvements to be constructed by Buyer shall be completed on or before 9/15/26.
18. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract. Seller shall respond to Buyer requests regarding above listed contingencies within days of receipt. If Seller does not respond within the days stated above, Buyer may elect to: (1 accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recove
Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.
Contingencies (check all that apply):
A. Obtain satisfactory financing, in Buyer's sole discretion, within days after acceptance.
■ B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within days after acceptance.
☐ C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within days after acceptance.
D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within days after acceptance.
☐ E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion within days after acceptance.
(continued on next page)

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18. CONTINGENCIES: (continued from page 8) F. Approval of Contract by City Council within 21 after acceptance. G. within after acceptance. H. within after acceptance. Additional requirements related to any of above contingencies:	rm Serial Numbe	r: <u>052719-800174-7159057</u>		
after acceptance. G	18. CONTINGENC	IES: (continued from page 8)		
after acceptance.		Approval of Contract by City Council	within 2 1	days
after acceptance.	Gafter acceptance.		within	days
after acceptance.	☐ H.		within	davs
Additional requirements related to any of above contingencies:	after acceptance.			
	Additional requiren	nents related to any of above contingencies:		

Seller agrees to have all utilities connected and turned on to Property.

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

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Form Serial Number: <u>052</u>	719-800174-7159057						
9. AGENCY: (Check all that apply)							
Selling Firm and all lice employed them, whom to	SELLING FIRM REPRESENT SELLER: Buyer acknowledges that Listing Firm and ensees associated with those entities are the agents of Seller and that it is Seller who they represent, and to whom they are responsible. Buyer acknowledges that before eliciting information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally irm represents Seller.						
acknowledge that Listing associated with Listing with Selling Firm are e	RESENTS SELLER AND SELLING FIRM REPRESENTS BUYER: Buyer and Seller ng Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees Firm are employed by, represent, and are responsible to Seller. All licensees associated mployed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Buyer.						
SELLER: Seller and E licensees associated w sale of the above refere and Buyer with respect	O SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all with Listing and Selling Firm are representing both Buyer and Seller in the purchase and enced Property and that Listing/Selling Firm has been and is now the agent of both Seller to this transaction. Seller and Buyer have both consented to and hereby confirm their essentation of both parties. Further, Seller and Buyer agree:						
financial or other co that party; howevel to Listing/Selling f "confidential inform	shall not be required to and shall not disclose to either Buyer or Seller any personal, onfidential information concerning the other party without the express written consent of r, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known Firm related to defects in the Property and such information shall not be deemed nation." Confidential information shall include but not be limited to any price Seller is at is less than the offering price or any price Buyer is willing to pay that is higher than that						
parties, a possible	otion 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right vided loyalty of Listing/Selling Firm.						
representing both Listing/Selling Firm	m now or hereafter arising out of any conflicts of interest from Listing/Selling Firm parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that represents both parties in this transaction, and Buyer and Seller have given their written resentation before entering into this Real Estate Contract.						
all licensees associated they represent, and to w disclosed that Selling Fi considered to mean Sel	RESENTS BUYER (NO LISTING FIRM): Seller acknowledges that Selling Firm and I with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally irm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be Illing Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller e Agent) involved in this Real Estate Contract only represent Buyer.						
licensees associated wi represent, and to whon disclosed that Listing Fi considered to mean List	RESENTS SELLER (NO SELLING FIRM): Buyer acknowledges Listing Firm and all ith Listing Firm are the agents of Seller and it is Seller who employed them, whom they in they are responsible. Buyer acknowledges that at first contact, Listing Firm verbally irm represents Seller. Any reference to "Selling Firm" in this Real Estate Contract will be ting Firm, both Buyer and Seller acknowledging that all real estate agents (unless Buyer is Agent) involved in this Real Estate Contract only represent Seller.						

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- 20. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 18, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.
- 21. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 22. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 23. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm without participating Broker's written consent. This Real Estate Contract may not be amended except in a writing signed by both Buyer and Seller. Neither Listing Firm nor Selling Firm may amend this Real Estate Contract by exchange of messages, verbally, or otherwise.
- 24. SUCCESSORS AND ASSIGNS: This Real Estate Contract shall be binding upon all heirs, successors, personal representatives, executors, administrators and, to the extent allowed in Paragraph 24, assigns.
- 25. DEFAULT: Upon failure of Buyer or Seller to timely fulfill all obligations under this Real Estate Contract, the non-defaulting party shall have all available rights and remedies provided by applicable law.
- 26. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
- 28. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date. If any Closing provided in this Real Estate Contract shall fall on a Saturday, Sunday or date upon which banks are not open in Arkansas, such performance shall be due on the first day thereafter.
- 29. ATTORNEY'S FEES: Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 27) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

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- **30. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.
- 31. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- **32. NOTICE:** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: Parker Real Estate, LLC C/O Jim Lyons.

Lyon & Cone PLC.

407 S. Main St. Jonesboro, AR 72401

With a copy to: Coldwell Banker Village Communities, Attention Carroll Caldwell.

2704 S Culberhouse St Ste A Jonesboro, AR 72401

If to Buyer: Mayor of Jonesboro

Municipal Building. 300 S Church Jonesboro, AR 72401

With a copy to: City Attorney, City of Jonesboro

Municipal Building, 300 S Church Jonesboro, AR 72401

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

33. TAX DEFERRED EXCHANGE: Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

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Page 13 of 14 34. LICENSEE DISCLOSURE: (Check all that apply): 🗷 A. Not Applicable. ☐ B. One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License. ☐ C. One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License. D. Neither party to this transaction is represented by any other licensee or broker / firm for the duration of this sale. Each party is self-representing their own interests. See attached Non-Representation Disclosure Addendum. 35. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) ______ (day) _____ , (year) _____ 2025 ____, at ____ 5 ____ (am) ___ (pm) __X THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY, YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING, REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM. THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2025, FORM SERIAL NUMBER 052719-800174-7159057 REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC, ARKANSAS, GOV. The above Real Estate Contract is executed on (month) ______ (day) _____, (year) _____, at _____ (a.m.) [(p.m.) []. Selling Firm Signature: Signature: Printed Name: City of Jonesboro, AR Printed Name: **Principal or Executive Broker Buyer** AREC License # _____ Broker email: Signature: Signature: Printed Name: Printed Name: Selling Agent Buver AREC License # _____ Agent email: Agent cell number: _____ Page 13 of 14

Real Estate Contract





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Page 14 of 14	Association
Form Serial Number: 052719-800174-7159057	
The above offer was: rejected c (Form Serial Number Buyer informed of Notification of Existing Res (Form Serial Number	
(Form Serial Number (day), (year)	· ·
Seller's Initials	Seller's Initials
The above Real Estate Contract is executed on (month) 5/14/2025 8:3 (dâ)) CD7 (year)	, at (a.m.) [[p.m.) [].
Joing Firm Coldwell Banker Ville	age Communities
ignature (ARROL (ADNI)) rinted Name: Carroll Caldwell	Signature: J. Matt Parkershi
Principal or Executive Broker	Printed Name: Parker Real Estate LLC Seller
AREC License #	
Mark. In the second sec	ildwell1@gmail.com
ignature: (ARRALL (ALDIDIELL	The State of the S
rinted Name: Carroll Caldwell Listing Agent	Signature: Printed Name: Seller
AREC License #	EB00001692
\gent email: carrollo	
Igent cell number:	8709318233
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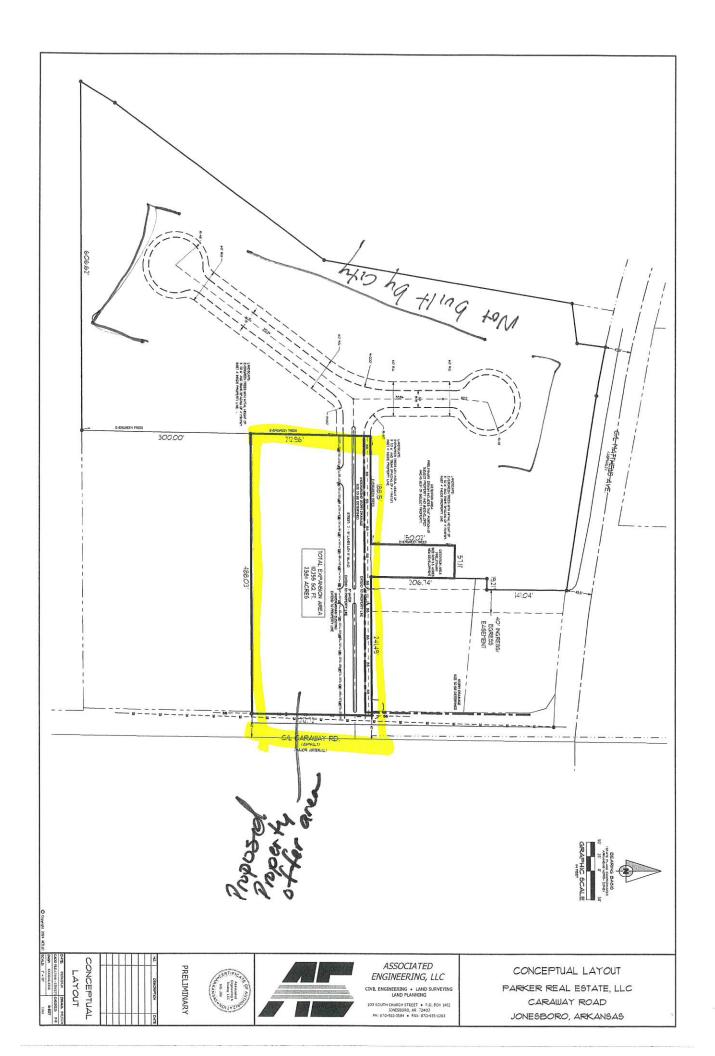
Exhibit "A"

A PORTION OF LOT E, FRED HAYWOOD SURVEY OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 4 EAST, AS RECORDED IN SURVEY DEED RECORD 151, PAGE 176, DATED APRIL 15, 1960, PUBLIC RECORDS OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS POLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT B OF FRED HAYWOOD SURVRY OF THE NORTH HALF OF THE NORTHBAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID: THENCE SOUTH 00°38'25" WEST, ALONG THE WEST LINE OF 25 FOOT RIGHT OF WAY AS SHOWN ON SAID PLAT OF SURVEY BY PRED HAYWOOD, A DISTANCE OF 536.04 FEET TO A POINT; THENCE SOUTH 89°39'46" WEST, A DISTANCE OF 16.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY OF CARAWAY ROAD, SAID POINT BRING THE POINT OF BEGINNING: THENCE SOUTH 89*3946" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY OF CARAWAY ROAD, A DISTANCE OF 488,03 FEET TO A POINT, THENCE NORTH 00"5846" EAST, A DISTANCE OF 212.96 FRET TO A POINT; THENCE NORTH 89°41'19" EAST, A DISTANCE OF 188.15 FEET TO A POINT, THENCE NORTH 00°41'56" BAST, A DISTANCE OF 150.02 FERT TO A POINT; THENCE SOLVIN 89°18'04 HAST, A DISTANCE OF 57.11 FEET TO A POINT; THENCE SOUTH 00°41'56' WEST, A DISTANCE OF 149.02 FERT TO A POINT; THENCE NORTH 89°41'19" BAST, A DISTANCE OF 241.49 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF CARAWAY ROAD; THENCE SOUTH 00°38'25" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 212.72 FEET TO THE POINT OF BECHNING,

CONTAINING IN ALL 112,255 SQ. FT. OR 2.58 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESURICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



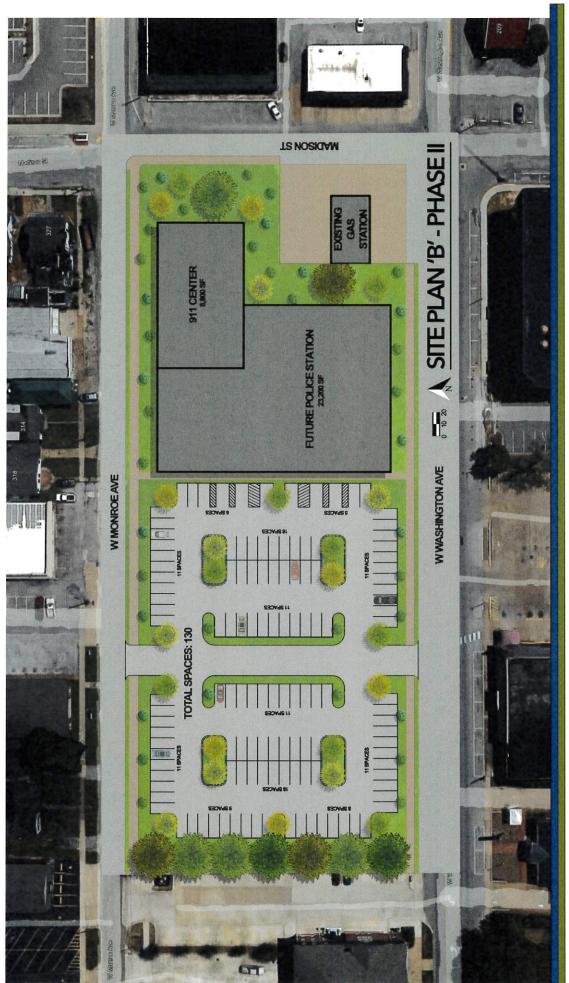
						240-feet of triple 42" arched pipe	\$587/SF	\$1M THUD allocation in process	\$3.5M Congressional appropriation pending			\$500/SF	\$100/SF
		\$150,000	\$150,000	\$150,000	\$760,000	\$350,000	\$5,224,300	\$1,000,000	\$1,700,000	\$9,484,300		\$20,000,000	\$1,465,000 \$21,465,000
WASHINGTON AVE	PHASE 1 - RTIC/911 DISPATCH	Asbestos Abatement	314 Demolition	410 Demolition	Site Work	Drainage Improvements	Building Costruction (8,900 SF)	IT Equipment/Consoles	Radio Tower/ Radio Transition		PHASE 2 - POLICE HEADQUARTERS	Building Construction (40,000 SF)	Existing Police Bldg. Remodel (14,650 SF)





PROPOSED 911 AND REAL TIME CRIME CENTER CITY OF JONESBORO







PROPOSED 911 AND REAL TIME CRIME CENTER CITY OF JONESBORO



PARKER REAL ESTATE, LLC Jonesboro, Arkansas

October 13, 2025

Mr. Brian Emison, Chairman Capital Improvement Task Force City of Jonesboro 300 E. Church Street Jonesboro, AR 72401

Dear Chairman Emison,

Background and Need for Clarification

We have refrained from commenting on the discussions about the location of the future 911 Call Center and expanded police station. However, due to recent statements, it has become evident that clarification of important facts and figures is warranted.

Initial Negotiations and Access Considerations

Several years ago, Mayor Perrin and other City representatives presented a proposal in which the City would purchase property adjacent to the current police station on Caraway Road. This plan entailed the construction of a public street—not just a driveway—to serve the expanded police station, the police parking lots, and our remaining property. It was clear to all parties involved that selling the commercial property on Caraway Road would not be prudent if the result was our remaining 8–10 acres would lose access to a public street.

Pause and Resumption of Discussions

When Mayor Perrin decided not to seek reelection, the discussions were paused. Once Mayor Copenhaver took office, the talks resumed, and we engaged a local Realtor to represent our interests. Our only direct conversation with Mayor Copenhaver regarding the property occurred in 2023, with our Realtor, the city engineer, and other City officials present.

Appraisal and Agreement Terms

In January 2024, City representatives commissioned an appraisal of 3.799 acres located north and west of the police station. The appraised property consisted of both commercial (C-3) and residential (R-2) land. The appraiser noted that the commercial property carried a higher per-square-foot value than the residential portion and ultimately assigned a blended value of \$12.00 per square foot, resulting in a total value of \$1,986,000 for the 3.799 acres.

By the summer of 2024, we had accepted an offer to sell 4.15 acres for \$1,995,000. This price was \$172,032 below the appraised value, reflecting our contribution toward improvements that would benefit both the City and our remaining property. The agreement was contingent upon approval by the City Council.

Impact of the Mayoral Election and Revised Offers

The mayoral election in 2024 resulted in a contested race, which again caused a pause in our discussions regarding the sale of the property. After the election, our Realtor presented an offer under which representatives of the City proposed purchasing a smaller parcel—2.58 acres (112,255 square feet) instead of 4.15 acres (180,576 square feet). This revised offer included all commercial property on Caraway Road, excluding the 1.57 acres of residential (R-2) property. The City remained committed to constructing the public street and utilities, with our contribution toward those costs again being \$172,032. It is important to note that the *only* entrance to the new 911 Center, the expanded police station, the police parking lots, and our remaining property will be via the new public street to be built on the north side of the property.

Without the inclusion of the lower-value residential property, the transaction price was calculated as \$1,485,000, or \$14.76 per square foot. This price is derived from the equation: (\$1,485,000 + \$172,032) / 112,255 sq. ft. = \$14.76 per sq. ft.) This updated agreement, like the previous one, is subject to City Council approval.

Comparison of Caraway Road and Washington Avenue Options

When evaluating the Caraway Road and Washington Avenue options, the differences are substantial. If the City chooses the Caraway Road option, it will own 5.94 acres on Caraway Road and 2.79 acres on Washington, totaling 8.73 acres. Additionally, the City will possess 72,450 square feet of heated and cooled space, consisting of the existing police station on Caraway Road, the 911 Center, the expanded police station on Caraway Road, and the existing 9,000 square foot building at 314 W. Washington.

Conversely, if the Washington Avenue option is selected, the City would only own 6.15 acres and 63,450 square feet of heated and cooled space.

Option	Land Area	Heated and Cooled Area
Caraway Road	8.73 acres	72,450 sq. ft.
Washington Avenue	6.15 acres	63,450 sq. ft.
Difference	2.58 acres	9,000 sq. ft.

Financial Implications and Added Value

Applying the value of \$14.76 per square foot to the 112,255 smaller parcel (2.59 acres) on Caraway Road results in \$1,656,884 of added value for the City. The 9,000 square foot office building at 314 W.

Washington, valued conservatively at \$125 per square foot, contributes an additional \$1,125,000. Altogether, the Caraway Road option offers a total of \$2,781,884 in added value to the City compared to the Washington Avenue option.

Additional Benefits of the Caraway Road Option

The Caraway Road site would allow the City to provide 250 to 300 parking spaces as opposed to just 130 spaces for downtown events. Alternatively, the City could retain the 130 parking spaces and sell the remaining land for a development that would bring additional residents and visitors to the downtown area.

Most importantly, the Caraway Road option enables full consolidation of the 911 Center and police operations. This solution, endorsed by the chief of police and other public safety officials, is the most financially efficient and operationally effective approach for public safety.

We appreciate your attention to these important facts and remain dedicated to collaborating with the City to achieve the best outcome for our community.

Sincerely,

J. Matt Parker

Selection Criteria

Caraway Road Site

Washington Avenue Site

Land available for current needs and future expansion.	5.94 acres on Caraway + 2.79 acres on Washington = 8.73 acres	3.36 acres on Caraway + 2.79 acres on Washington = 6.15 acres
Existing, contiguous heated and cooled police station area?	14,650 square feet	O square feet
Value of existing, contiguous police station area at \$350 psf?	\$5,127,500	\$0.00
Size / value of office space at 314 W. Washington for City / County use at \$125 psf?	9,000 s.f., \$1,125,000	N/A
Does the property and/or adjoining streets have a history of flooding?	No	Yes
Would selection of the site be likely to require the taxpayers to incur additional costs to relocate City employees during construction?	No	Yes
What is the number of City Bus Routes within 150 yards of the site?	3	1
What is the number of food astablishments within 500' of the site that serve breakfast or lunch Monday - Friday? (Excl. food trucks).	8	0
Is this site preferred by the Chief of Police and other public safety officials as the most financially efficient and operationally effective?	Yes	No