



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, January 20, 2026

5:30 PM

Municipal Center, 300 S. Church

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

*Council Chambers, Municipal Center*

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

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

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

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

**COM-26:003** CONSTRUCTION UPDATE ON THE RIDGE ATHLETIC CENTER

**Sponsors:** Mayor's Office

**COM-26:004** ACKNOWLEDGMENT OF THE MAYOR'S YOUTH ADVANCEMENT COUNCIL (MYAC) FOR THEIR ROLE IN JONESBORO BEING NAMED A 2025 VOLUNTEER COMMUNITY OF THE YEAR BY THE GOVERNOR'S ADVISORY COMMISSION ON NATIONAL SERVICE AND VOLUNTEERISM AND THE ARKANSAS MUNICIPAL LEAGUE

**Sponsors:** Mayor's Office

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

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

**MIN-26:002** MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, JANUARY 6, 2026

**Attachments:** [CC Minutes 01062026.pdf](#)

**RES-25:201** A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE RIGHT-OF-WAY AT 3229 S CARAWAY ROAD FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Signed Offer and Acceptance.pdf](#)

**Legislative History**

1/6/26 Public Works Council Recommended to Council  
Committee

**RES-25:218** RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN TRAFFIC CONTROL DEVICES AT THE INTERSECTIONS OF HIGHWAY 1B AND FOREST HILL ROAD AND HIGHWAY 1B AND PARKER ROAD

**Sponsors:** Engineering

**Attachments:** [100881 Jonesboro Signal Agreement.pdf](#)

**Legislative History**

1/6/26 Public Works Council Recommended to Council  
Committee

**RES-26:001** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 910 MARCOM DRIVE, PARCEL 01-143251-04100, OWNED BY WILDA SEATS IN THE AMOUNT OF \$275

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 910 Marcom Notice of Violation.pdf](#)

[02. 910 Marcom Billing Request.pdf](#)

[03. 910 Marcom Mowing Invoice.pdf](#)

[04. 910 Marcom Council Notice.pdf](#)

**Legislative History**

1/13/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:002** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 224 S. MCCLURE, PARCEL 01-144183-13600, OWNED BY CITIFIRST, LLC IN THE AMOUNT OF \$275

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 224 S McClure Notice of Violation.pdf](#)

[02. 224 S. McClure Billing Request.pdf](#)

[03. 224 S McClure Mowing Invoice.pdf](#)

[04. 224 S McClure Council Notice.pdf](#)

**Legislative History**

1/13/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:003** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 234 S. MCCLURE, PARCEL 01-144183-12700, OWNED BY CITIFIRST, LLC IN THE AMOUNT OF \$275

**Sponsors:** Code Enforcement and Finance

**Attachments:** [28529792-255686\\_234 S McClure.pdf](#)  
[29334505-234 S McClure\\_255686.pdf](#)  
[29819088-255686\\_234 S McClure\\_Mowing Invoice\\_USPS 9589 0710 5270 32f](#)  
[29959769-255684\\_255686\\_224 234 MCCLURE\\_NOTARIZED AFF\\_CITIFIRST](#)

**Legislative History**

1/13/26 Finance & Administration Recommended to Council  
 Council Committee

**RES-26:004**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 01-144214-13300 ON NELMS, PARCEL 01-144214-13300, OWNED BY STONE PARTNERS, LLC & CSC INVESTMENTS, LLC IN THE AMOUNT OF \$315

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 01-144214-13300 on Nelms Notice of Violation.pdf](#)  
[02. 01-144214-13300 on Nelms Billing Request.pdf](#)  
[03. 01-144214-13300 on NelmsS Mowing Invoice.pdf](#)  
[04. 01-144214-13300 on Nelms Council Notice.pdf](#)

**Legislative History**

1/13/26 Finance & Administration Recommended to Council  
 Council Committee

**RES-26:005**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE BODY WORN CAMERA, VEHICLE CAMERA, AND TASER EQUIPMENT FOR CITY DEPARTMENTS

**Sponsors:** Police Department

**Attachments:** [Jonesboro PD Revised Axon Quote w NAF DEC 2025, R1.pdf](#)

**Legislative History**

1/13/26 Finance & Administration Recommended to Council  
 Council Committee

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-26:001**

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY PAULA THOMPSON

**Attachments:** [App 2620Alexander](#)  
[MailReceipts 2620Alexander](#)  
[Staff Summary RZ\\_26-02](#)  
[Rezoning MAPC 1.13.26](#)  
[Receipt](#)

**ORD-26:002** AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

**Attachments:** [Application\\_Redacted](#)  
[Lease Agreement](#)  
[Receipt](#)

**ORD-26:003** AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAU

**Attachments:** [Application\\_Redacted](#)  
[Lease Agreement](#)

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON THIRD READING*

**ORD-25:041** AN ORDINANCE AMENDING THE MEMBERSHIP OF THE STORMWATER MANAGEMENT BOARD

**Sponsors:** Engineering

**Legislative History**

12/2/25	Public Works Council Committee	Recommended to Council
12/16/25	City Council	Held at one reading
1/6/26	City Council	Held at second reading

**ORD-25:045** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD-R LUO FOR PROPERTY LOCATED AT CORTE BELLA

**Attachments:** [Application](#)  
[Plat](#)  
[Publication Receipt](#)  
[Staff Summary RZ\\_25-18](#)  
[MAPC Minutes 12.09.2025](#)  
[Receipt ORD 25.pdf](#)

**Legislative History**

12/16/25	City Council	Held at one reading
1/6/26	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-26:003

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**Agenda Date:** 1/20/2026

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

CONSTRUCTION UPDATE ON THE RIDGE ATHLETIC CENTER



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-26:004

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**Agenda Date:** 1/20/2026

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

ACKNOWLEDGMENT OF THE MAYOR'S YOUTH ADVANCEMENT COUNCIL (MYAC)  
FOR THEIR ROLE IN JONESBORO BEING NAMED A 2025 VOLUNTEER COMMUNITY  
OF THE YEAR BY THE GOVERNOR'S ADVISORY COMMISSION ON NATIONAL  
SERVICE AND VOLUNTEERISM AND THE ARKANSAS MUNICIPAL LEAGUE



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-26:002

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, JANUARY 6, 2026



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, January 6, 2026

5:30 PM

Municipal Center, 300 S. Church

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### SPECIAL CALLED NOMINATING & RULES COUNCIL COMMITTEE MEETING AT 4:30 P.M.

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

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

*Mayor Harold Copenhaver said, all right, everybody, good evening to City Council, Jonesboro, Arkansas. This is January 6th, 2026. Hard to believe the New Year's already here upon us. So last year went by very quickly, and we accomplished a lot, and obviously, we're looking forward to 2026 and being prepared for that year and moving forward.*

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

**Present** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

#### 4. SPECIAL PRESENTATIONS

#### 5. CONSENT AGENDA

##### *Approval of the Consent Agenda*

*Councilmember L.J. Bryant asked that RES-25:217 be removed from the Consent Agenda for discussion.*

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

[MIN-25:110](#)

MINUTES FOR THE CITY COUNCIL MEETING ON DECEMBER 16, 2025

**Attachments:** [CC Minutes 12162025.pdf](#)

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

[RES-25:199](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 BULLETPROOF VEST PARTNERSHIP GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE

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

Enactment No: R-EN-001-2026

[RES-25:200](#)

A RESOLUTION BY THE CITY OF JONESBORO TO REALIGN JONESBORO FIRE DEPARTMENT STAFFING TO INCLUDE 2 ASSISTANT CHIEF POSITIONS

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

Enactment No: R-EN-002-2026

[RES-25:202](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1617 RICH ROAD, PARCEL 01-143252-25000, OWNED BY RANDOLPH & JUDITH REYNOLDS IN THE AMOUNT OF \$275

- Attachments:**
- [01. 1617 Rich Rd Notice of Violation.pdf](#)
  - [02. 1617 Rich Rd Billing Request.pdf](#)
  - [03. 1617 Rich Rd Mowing Invoice.pdf](#)
  - [05. 1617 Rich Rd Council Notice.pdf](#)

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

Enactment No: R-EN-003-2026

[RES-25:203](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2009 TIMBERIDGE DRIVE, PARCEL 01-143231-17200, OWNED BY BRIAN D. MONDSCHIN IN THE AMOUNT OF \$275

- Attachments:**
- [01. 2009 Timberridge Dr Notice of Violation.pdf](#)
  - [02. 2009 Timberridge Dr Billing Request.pdf](#)
  - [03. 2009 Timberridge Dr Mowing Invoice.pdf](#)
  - [04. 2009 Timberidge Dr Council Notice.pdf](#)

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

Enactment No: R-EN-004-2026

[RES-25:204](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3104 PARKWOOD, PARCEL 01-144281-23800, OWNED BY MICHAEL R. & SANDRA BEELER IN THE AMOUNT OF \$275

- Attachments:**    [01. 3104 Parkwood\\_Notice of Violation.pdf](#)  
                              [02. 3104 Parkwood\\_Billing Request.pdf](#)  
                              [03. 3104 Parkwood\\_Mowing Invoice.pdf](#)  
                              [04. 3104 Parkwood\\_Council Notice.pdf](#)

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

Enactment No: R-EN-005-2026

[RES-25:205](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 01-144082-05020 ON GRAINGER, PARCEL 01-144082-05020, OWNED BY JERRY DELANY IN THE AMOUNT OF \$275

- Attachments:**    [01. 01-144082-05020 on Granger\\_Notice of Violation.pdf](#)  
                              [02. 01-144082-05020 on Granger\\_Billing Request.pdf](#)  
                              [03. 01-144082-05020 on Grainger\\_Mowing Invoice.pdf](#)  
                              [04. 01-144082-05020 Grainger\\_Council Notice.pdf](#)

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

Enactment No: R-EN-006-2026

[RES-25:206](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1400 MERRYWOOD, PARCEL 01-144203-16200, OWNED BY TONYA R. HINDS IN THE AMOUNT OF \$315

- Attachments:**    [01. 1400 Merrywood\\_Notice of Violation.pdf](#)  
                              [02. 1400 Merrywood\\_Billing Request.pdf](#)  
                              [03. 1400 Merrywood\\_Mowing Invoice.pdf](#)  
                              [04. 1400 Merrywood\\_Council Notice.pdf](#)

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

Enactment No: R-EN-007-2026

[RES-25:207](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2410 WESTACRE, PARCEL 01-144272-22100, OWNED BY MORE UNITS REAL ESTATE, LLC IN THE AMOUNT OF \$315

- Attachments:**    [01. 2410 Westacre\\_Notice of Violation.pdf](#)  
                              [02. 2410 Westacre\\_Billing Request.pdf](#)  
                              [03. 2410 Westacre\\_Moiwng Invoice.pdf](#)  
                              [04. 2410 Westacre\\_Council Notice.pdf](#)

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

Enactment No: R-EN-008-2026

[RES-25:208](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3806 SCHOOL STREET, PARCEL 01-144272-16500, OWNED BY OLGA HERNANDEZ IN THE AMOUNT OF \$275

**Attachments:**    [01. 3806 School St Notice of Violation.pdf](#)  
[02. 3806 School St Billing Request.pdf](#)  
[03. 3806 School St Mowing Invoice.pdf](#)  
[04. 3806 School St Council Notice.pdf](#)

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

Enactment No: R-EN-009-2026

[RES-25:209](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 200 W. WOODROW, PARCEL 01-144073-23600, OWNED BY PRINCE MICHAEL BOBBITT & DONYA IN THE AMOUNT OF \$965

**Attachments:**    [01. 200 W Woodrow Notice of Violation.pdf](#)  
[02. 200 W Woodrow Billing Request.pdf](#)  
[03. 200 W Woodrow Mowing Invoice.pdf](#)  
[04. 200 W Woodrow Council Notice.pdf](#)

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

Enactment No: R-EN-010-2026

[RES-25:210](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1317 HATHCOAT, PARCEL 01-143121-048000, OWNED BY JOSEPH CLARK AND HELENN SYKES IN THE AMOUNT OF \$275

**Attachments:**    [01. 1317 Hathcoat Ln Notice of Violation.pdf](#)  
[02. 1317 Hathacoat Billing Request.pdf](#)  
[03. 1317 Hathcoat Mowing Invoice.pdf](#)  
[04. 1317 Hathcoat Ln Council Notice.pdf](#)

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

Enactment No: R-EN-011-2026

[RES-25:211](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF \$275

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

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

Enactment No: R-EN-012-2026

[RES-25:212](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2020 LATOURETTE

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DRIVE, PARCEL 01-144321-08500, OWNED BY PROFESSIONAL COMMUNICATION SERVICES OF JONESBORO IN THE AMOUNT OF \$465

**Attachments:**    [01. 2020 Latourette Notice of Violation.pdf](#)  
                          [02. 2020 Latourette Dr Billing Request.pdf](#)  
                          [04. 2020 Latourette Dr Mowing Invoice.pdf](#)  
                          [05. 2020 Latourette Dr Council Notice.pdf](#)

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

Enactment No: R-EN-013-2026

[RES-25:213](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2701 CURTVIEW, PARCEL 01-144273-04400, OWNED BY JESSY & JAMES HARRELL IN THE AMOUNT OF \$275

**Attachments:**    [01. 2701 Curtview Notice of Violation.pdf](#)  
                          [02. 2701 Curtview Billing Request.pdf](#)  
                          [03. 2701 Curtview Mowing Invoice.pdf](#)  
                          [04. 2701 Curtview Council Notice.pdf](#)

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

Enactment No: R-EN-014-2026

[RES-25:214](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1821 BROOKHAVEN, PARCEL 01-143243-04700, OWNED BY REGIONS BANK DBA REGIONS MORTGAGE IN THE AMOUNT OF \$275

**Attachments:**    [01. 1821 Brookhaven Notice of Violation.pdf](#)  
                          [02. 1821 Brookhaven Billing Request.pdf](#)  
                          [03. 1821 Brookhaven Mowing Invoice.pdf](#)  
                          [04. 1821 Brookhaven Council Notice.pdf](#)

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

Enactment No: R-EN-015-2026

[RES-25:215](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3707 ASHLEE COVE, PARCEL 01-134032-06600, OWNED BY SCOTT WOODS IN THE AMOUNT OF \$275

**Attachments:**    [01. 3707 Ashlee Cv Notice of Violation.pdf](#)  
                          [02. 3707 Ashlee Cv Billing Request.pdf](#)  
                          [03. 3707 Ashlee Cv Mowing Invoice.pdf](#)  
                          [04. 3707 Ashlee Cv Council Notice.pdf](#)

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

Enactment No: R-EN-016-2026

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RESOLUTIONS REMOVED THE CONSENT AGENDA OR TO BE INTRODUCED

[RES-25:217](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON, INC. FOR PREPARED ASSIST COMMUNICATIONS SERVICES FOR JONESBORO EMERGENCY SERVICES

**Attachments:** [AXON Contract E911 Prepared Assist Communications Services.pdf](#)

*Councilmember L.J. Bryant asked, Mayor, could you just have somebody walk us through that little bit, if you don't mind? Mayor Copenhagen said, sure, I don't mind at all. Ronnie, I think he's in the back, but I will also go ahead and speak a little to this. Yeah, he's coming forward. Ronnie, if you would approach and talk about it, but before you do that, council, I actually was very fortunate, obviously, to see this in action real time. It would be, we would be the only city in the state of Arkansas to implement the full impact of what this AI will generate for us. Also, with that, the other mayors in the county and the county judge have also approved this through the commission, 911 commission, and then there are some other things that Ronnie can go into further detail, but it will allow us services that we're currently using, we won't have to utilize anymore because this will implement that. So there'll be an additional savings off the additional investment that we have originally. It was really important for us to be able to do secondary phone calls away from our 911 center from the standpoint of emergency phone calls. Now they can be really delegated quickly. This AI will generate if it says the word shot or anything in the conversation will automatically direct it to where it needs to go for the intended purposes. And so as we're a growing city, as our numbers are showing, that we're having growing calls. And so, to implement this, it's a really neat system, so, Ronnie, go ahead.*

*E-911 Director Ronnie Sturch said, was there a question? Mayor Copenhagen said, he just wanted you to step you through it a little bit, kind of give us an overall summation of the product. Mr. Sturch said, I would be glad to. This prepared system is basically new technology, AI technology. This technology didn't exist probably a year ago. It just came into effect, and into being, but what it's going do, there's several different features that are associated with this system. What it's going do is, one of the things we're going to be using is what they call the automated, non-emergency call answering side of it. And what that's going to do is take the non-emergency calls, what we call non emergency calls that come into that center. Right now, we get about 180,000 non emergency calls a year in the center. We're using what I call an antiquated or an old, old fashioned way of handling some of those calls, we're using just a call tree. If you come in, the caller can punch one if you need records. Punch two, if you need warrants. Punch three, if you need the county jail. And that takes about half those calls, so about 50% of them. So we get about 90,000 of those calls that get routed through an automated call tree system. Unfortunately, that still leaves 90,000 something or a little over 90,000 calls that still come into our 911 dispatchers. It's taking them away from being able to handle what they need to handle, 911 calls, work emergency radio traffic. So, that's going to eliminate, because this system will handle 100%, 100% of the non-emergency calls coming in. It will take it as it comes in, it will accept it. It will go to the bot. It will go to that robot. The system will answer the call, and I'm telling you, and the Mayor did get to sit in on some of the demos. I was skeptical at first, when I first heard about it. I started researching AI. I'm tell you, you can't tell that it's not a human being talking to you. It's almost impossible. And it will take that call, the system will, and based on it, ask the questions, it will answer it, start asking the questions, as the caller answers those questions, it will determine*

what that call is, and it will automatically reroute it wherever it needs to go. The 911 dispatcher will never have to take a call that they don't need to answer. Never. It handles 100% of the calls.

City Attorney Carol Duncan asked, Ronnie, would you clarify that those are when people call the non emergency number, not when they dial 911. I think that's a big issue. Mr. Sturch said, we not talking about 911 right now. This is the non-emergency side. Ms. Duncan said, I just want to say that again, because I think that freaks people out. Mr. Sturch said, I appreciate that. Now, what it will do is, let me say this, there are emergency calls that do come in on those non-emergency lines. Actually, all of our non-emergency calls that come in from the alarm call taking system or answering services, if you have an alarm at your house, say you have ADT at your house, I'm just using that, that call center that calls us, is not located here in Jonesboro. If they get an alarm, that call center, is located probably in Denver, Colorado, or somewhere else. There's like, each company has a different location, but there's like seven or eight alarm call centers. So, they can't call 911. We have to provide them that non-emergency number by law that they call in on. So, we get all of those calls over this. Now, the thing about it, keep in mind, the system is going to reroute to non-emergency calls. They don't need to go to the dispatcher, wherever it needs to go. But if you flip side of that is, it's going to take the calls that do need to go to that 911 dispatcher and just straight into them. So if we get an alarm call, it will instantly recognize that, send it straight into a 911 dispatcher.

I am trying to think of everything. There's so many things it will do. It will also, um, one of the things talking about savings features, one of the things the call system will also do is it will handle all of our text to 911 calls that come in. We pay a lot of money for a text to 911 system that we utilize. So once this is all installed, it should eliminate that. There's several features that the call tree that we're using, we currently pay quite a bit of money per every month for that. It'll eliminate that system. So there's a lot of cost savings that's going to come into this one system that we're putting in. As far as, then, what the other features, some of them, I'm not going to go in great detail, but the, what they call the call taking assistive or call taking, that will actually help and handle 911 calls that come in. And what it's going to do for the dispatcher or a couple of things. Not only is it helping to answer those calls and handle them, but where it's really going to be a benefit for our dispatcher and a cost savings. Again, is the translation service. It has real time translation, real time. As that call comes in, that dispatcher answers the phone, the system automatically recognizes what language that caller is talking in, and it transcribes it immediately, the call takers looking at the screen, it is transcribing that into English. As they speak back to that caller, the voice detect system kicks in, it takes the English the 911 operator is speaking in, and it translates it for that caller. So they're getting real time translation back and forth. Now, we currently, as you know, use a language line, that we have a service, it's definitely good. It's better than not having anything, but the problem with it is, it's time consuming. We've timed some of them when the call taker gets a language barrier caller, once we hit that button, we connect, by the time we get the correct translator on the line, we go through the questions back and forth with the translator, and then with a caller. We go through that, we timed it, sometimes it takes 8 to 10 minutes before the dispatcher can actually get all the information they need to be able to process that call and dispatch it appropriately. So, again, this will be in real time. It's instantly the call taker can get that information in real time and deal with that problem. So, versus 8 to 10 minutes, you're talking, you know, 60 seconds or, you know, somewhere that range, they can probably be processing that call and getting officers, fire, EMS, whomever in route. Again, that will be some cost savings because we will no longer need that language line. Then there's the call, the assistant dispatch, it comes with this, there's

several different features, where that's going to help the dispatchers, it transcribes everything. All the radio traffic that's coming in from officers and other firefighters, whoever, it will take that and transcribe that. So that if there's a difficulty in dispatchers have to develop what we call radio ear, because they're hearing a lot of background noise sometimes, and it's hard to understand what's being said over the radio. So it eliminates question as to what they're hearing. It's being transcribed exactly word for word what's being said. So that's kind of the call, the call system, the assisted dispatching.

One of the other features and then if I'll answer any questions anybody has, but it comes with an automated QA system. We're required to QA a certain amount of calls that come into our center. We had the QA those. We have to QA, 7 to 9%, and we had to QA 100% of all the CPR medical calls that come in. We had to do 100% of them. That takes time. It requires having to sit down, listen to audio recordings, go through call logs, listen to everything on the radio side, on the phone side that's going on. It can take 30 to 45 minutes, just one person to sit there and QA that call. This system does it automatically. 100% of the calls are automatically QA'd. In other words, we will get with the programmers, they will program in the list of questions, the order that they're supposed to be asked in, and as that dispatcher's going through that, there's a checklist on the side that when they ask a certain question, it checks it green. They see that. They know I've asked that question, and I move on to the next one. And it takes 100% of the calls and QA's them. So at the end of the call, all we got to do is print the report off, and we met a QA'd and know whether that dispatcher meet the necessary standards that they needed to meet. So, anyway, I know this has been lengthy, but I wanted to explain the basic concept of it. There's a lot more features involved with it, but I'll answer any questions if anybody has any. Mayor Copenhagen said, I will say that Little Rock has added the feature, correct? Mr. Sturch said, North Little Rock. Mayor Copenhagen continued, North Little Rock, but they haven't gone to the full capacity of it. Mr. Sturch said, right. North Little Rock is currently using a QA system. They are getting ready to probably launch the entire package. Now, just a QA, they said it worked so great for them, they wanted to move forward with it. So they're going to launch probably this year, the 1st, the full package. With that said, I've told our representative from AXON. I said, and I mentioned this the other night, I said, I want the bragging rights. I want us to be the first in the state that has this technology. So, they pretty much told me as soon as, it's already been improved by you guys and budget through the 911 board. All we're asking for is the resolution for the Mayor to sign to the agreement so we can send it in and get it started. So the sooner we can get that, if you approve it tonight and he can sign it tomorrow, we'll get a p.o. and get it sent in and we'll get those guys over here and get them started to work on the program.

Councilman David McClain asked, so, will you explain QA. You kept referring to QA. Mr. Sturch said, quality assurance. Councilmember McClain said, okay, I thought so. I just wanted to make sure I understood. I got it. Mr. Sturch said, we call it QA/QI quality assurance, quality improvement. It takes every call and looks at did the dispatcher go through all the proper questions and steps and meet the policy requirements. Did they do all that? So we QA it and score it. Councilmember McClain said, okay, thank you. Councilmember Dr. Anthony Coleman said, I do have one question Mayor, Ronnie. I didn't ask this in finance, so I apologize, but the time, so once it's purchased to implement it, installation or whatever, and then learning curve, I'm sure there's probably that, how long we're saying from now until that would be full. Mr. Sturch said, great question. They are telling us that the first phase of it, which we're going to probably the most critical to us right now is the automated non-emergency to get all those calls off our dispatchers, those non-emergency calls. They told us as soon as they get back, that signature on that agreement, it goes back, he said, within two weeks, I will have a

team there. These 14 that will come in. They're going sit down with us and go through a, obviously, like the QA, they'll want to know what question we want QA to ask and in what order do we want them to ask, and all that, so they can program that into the system. They'll have to come in and program. If we get a call for this problem, where do we want it routed? So they'll have to program that. There estimate is about 30 days to get that portion of it up and running. So basically within the next 6-8 weeks, we should be up and running with that portion of it.

Councilmember L.J. Bryant said, I mean, I think just to summarize what Carol said, I was going be 100% sure I understand it. On the 911 side, there's no robotic feature. I mean granted, I understand there's assistance of the translation, the transcription, a lot of wonderful things, but there's really no robotic feature, just on the 911 emergency side. Mr. Sturch said, no sir. That's a great question. This won't replace any 911 dispatcher. Councilmember Bryant said, yeah, that's kind of what I was thinking. Mr. Sturch said, it will not replace any 911 dispatcher, okay. It's simply going to let them refocus what they're having to look at now, the non-emergency side, it is going to let them focus on what they need to be doing and talking with that 911 caller. Not worrying about somebody calling in. I was just checking to see if I've got a warrant, and, you know, blah, blah, blah, we're having to deal with, we have to deal with that all day. You know, so it will eliminate those calls and just let them focus on what they need to do to take care of those calls. And that's more important even today than it was six months ago. Six months ago, if y'all remember, we implemented the EMD program, which has been very successful. But the EMD program requires a dispatcher to stay on the phone for sometimes 10 or 15 minutes giving CPR instructions. It's been very successful, though. So, I'm well pleased with that program. But yes, it will free them up to give them more time. But it won't answer 911 calls.

Councilmember John Street said, last Tuesday, how many different dialects does this translate? Mr. Sturch said, I think I misspoke last Tuesday. I said 80 something and I think it's 30 something languages that it does. I researched it, and I apologize for that. But it does about, I think they just say 30, approximately 30 languages. I'm not exact to the number, but it will cover all the major languages we have. I would venture to say 99% of our calls are Spanish, what we received, we received from other countries. We've seen Vietnamese, Mandarin, Russian, Arabic. We received several different calls, but it will cover all those, 30 of the major ones.

Hi, I'm Sadie Pugh, 804 Sherwood Oaks Cove, said, so you said that, um, some emergency calls do come in on the non-emergency side, right? Mr. Sturch said, yes, ma'am. MS. Pugh continued, so, how does the AI detect, if it's emergency? And after that, does it go to an actual dispatcher? Mr. Sturch said, what the non-emergency, what happens at the bot that answers that, and we put this through the test, we tried to trick it. We tried to make it fail and couldn't. But when it starts asking certain questions, depending on what the answers are, it will determine that I don't have a resource for what you're asking me. And, if it doesn't, it's going to say, you know, hold on a minute, please. I need you to talk to a 911 operator and it will instantly send it there. As a matter of fact, I used the example today, and this was used Mayor in our test. Y'all may have heard about the caller that called in, it was well publicized about the pizza, that they were ordered pizza, and the 911 dispatcher realized that it was actually not their ordering pizza. They had an issue that need to be addressed. We tried that. And we asked, we asked the representative, what about the pizza? What happened if somebody asked for a pizza? He said let's try that. He said, well, let's see what happens. Called in, he said, the bot answered. And he said, yes, I'd like to order pizza. The bot instantly said that I don't have a resource for that. Let me transfer you to a 911 operator. So it sent them straight to the operator. So, I'm telling you, I was

*skeptical at first, but I was so impressed with the system. Yeah, I wish everybody could see the demo. It was just amazing what it can do. But yes, it will recognize a non-emergency call. Ms. Pugh said, that's great, thank you. Mr. Sturch said, thank you. Mayor Copenhagen said, thank you very much.*

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

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

**Nay:** 2 - David McClain and LJ Bryant

Enactment No: R-EN-017-2026

[RES-25:170](#)

A RESOLUTION TO THE CITY OF JONESBORO REQUESTING APPROVAL OF THE BUDGET FOR THE CRAIGHEAD COUNTY SOLID WASTE DISPOSAL AUTHORITY (CCSWDA) AS OUTLINED IN ACT 677 OF 2021

**Attachments:**     [2026 Budget Cover Letter--CCSWDA.pdf](#)  
                                  [2026 Budget for CCSWDA.pdf](#)

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: R-EN-018-2026

**6. NEW BUSINESS**

**7. UNFINISHED BUSINESS**

*ORDINANCES ON SECOND READING*

[ORD-25:041](#)

AN ORDINANCE AMENDING THE MEMBERSHIP OF THE STORMWATER MANAGEMENT BOARD

**Held at second reading**

[ORD-25:045](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD-R LUO FOR PROPERTY LOCATED AT CORTE BELLA

**Attachments:**     [Application](#)  
                                  [Plat](#)  
                                  [Publication Receipt](#)  
                                  [Staff Summary RZ 25-18](#)  
                                  [MAPC Minutes 12.09.2025](#)  
                                  [Receipt ORD 25.pdf](#)

*Patti Lack, 4108 Forest Hill Road said, on this ordinance for rezoning is that I noticed that when it went to the MAPC, that it did not have the certified receipts to notify the neighbors. Um, I did email Derrel, and that was on the 9th when I went to the MAPC, and on the 15th. I got a message back from him saying that it was a new rezoning and the letters were mailed out to the adjacent property owners. Usually, those letters are listed on the resolution or the ordinance right here, for the people to see. When I went to the city site, talking about the procedures to make sure that this is something that we do on a regular basis, which it is. And I know I brought out this rezoning process right here. It says that they have to put the pretty blue signs out there, but it doesn't say anything about mentioning, providing a public notice, but we all know that it's there, because I decided that I was going to Google it. And Google says that, for all zoning changes in Jonesboro, Arkansas, you provide public notice, which includes publishing in a local newspaper, and providing due notice to the parties of interests, also requiring a certified mail or similar proof of notification to ensure that it's part of the official record and meets legal requirements for the hearing. We don't have it for that, even though that Derrel says that it is, it needs to be listed. And the only thing that I'm saying to all of you is that until those notices are published, whether they are or not, their receipts, that they were sent out, they usually are, listed on that. One, it's not fair to those residents, if, by chance, if they weren't, because they don't know whether to come in here and say I'm for it or I'm against it. And so it's just part of the procedure that we do. So I hope that we can follow that procedure. So I hope we can maybe table this until we get those receipts listed, because that's only fair to those people that live around there. So thank you.*

**Held at second reading**

#### ORDINANCES ON THIRD READING

[ORD-25:037](#)

AN ORDINANCE TO AMEND CHAPTER 117 ARTICLE VIII, SECTION 117-324(g) TO REMOVE THE REQUIREMENT TO HAVE A VALID REGISTRATION OR LICENSE ON A BOAT, TRAILER, OR RECREATIONAL VEHICLE PARKED OUTDOORS ON RESIDENTIAL LOTS IN THE CITY OF JONESBORO

*Councilmember John Street motioned, seconded by Councilmember Chris Moore that ORD-25:037 be passed. The item passed with the following votes: AYE (10)- Porter, Emison, C. Coleman, Moore, Williams, Gibson, Street, Miller, Hafner, A. Coleman; NAY (2) - McClain, Bryant.*

*Councilmember David McClain said, Mayor, I just want to make a quick comment. I think removing the registration requirement will eliminate accountability. We've seen some dilapidated trailers throughout the city. I know we've seen them on the north side, and I know, Scott, I could be wrong, but I believe there's one on Race Street, close to the Race Street Market. But I think this is going to cause us to have some unhealthy problems in terms of people living out of these. We've seen that. And so I don't think this would be a good decision, but I just want to let that be known. Councilmember Joe Hafner said, yeah, I have one quick one question. What are we hoping to gain by this? What's the benefit to the city? Chief Operations Officer Tony Thomas said, first of all, the overriding purpose is current state law does not require registration of vehicles that are not utilized on public streets. And so, right now, we have just some minor conflict that if I want to store a vehicle, or I want to store a trailer, then our city code requires that it's registered, where state law does not require that it's registered. And it just causes some burdens when it comes to the enforcement, relating to this provision as well as just as unnecessary red tape that's a part of the process for code enforcement. So, again, current state law, if you're going to utilize a vehicle on a public street, it requires that you register it. If you're going to not utilize a vehicle on a public*

street, then it does not require that registration. So, we do have instances where vehicles are operational, but they may be in our repair state or they may be in just a storage state. People never want to put them on a roadway, but they're stored and they are operational, and it just gives them the ability to not be forced to register a vehicle when the law does not require them to register, state law is not required to register the vehicle.

Councilmember Janice Porter said, I'd like to make a comment. I applaud Director Roper's efforts to simplify our city code and remove unnecessary restrictions. He stated that he has the tools he needs to achieve his objectives without this, and I have no reason to doubt his ability to assess that situation. Thank you.

Mr. Thomas asked, can I add to that Councilwoman? Yeah, our rules currently tells you where you can store the vehicle, when you can store the vehicle, and it also addresses those properties that are nuisance, and that's in another section of our code. This section of code solely has to do with parking, of the where a vehicle can be parked and how a vehicle can be parked at the part of zoning law. But as far as habitability, livability, you can't live in a trailer in the City of Jonesboro. That's the current law. All right, our rules say that you can't inhabitate a trailer, an RV, or a vehicle that's on your property. And they have tools in order to deal with that. Our current code has a standard for what a property should look like, though, what a trailer should look like, or an RV should look like, all right? It tells us that that RV has to be operational. I have to be able to crank it. I have to be able to move it. All right? You don't have to move it onto a public street. But you have to be able to move and store it on your property. It changes nothing. I know we got a couple of calls in regards to where individuals can store their RVs, their boats, and their trailers. And this does nothing to change that. This only has to do with being consistent with state law, which says that if I opt to only use my four wheeler on my property, and not put it on public street, then I don't have the ability. I don't have to register it via the state. So again, we're just trying to be consistent with state law, and we're going through a process right now with all of our building processes where we're trying to reduce duplication and reduce the burden that some people think is out there. So we're doing our new diligence and going through all of our sections of code in order to ensure that we're doing the things that we need to be doing, but there's no, there's no burden to the taxpayer in that regard. This is just at the beginning of that. I think you'll see some other things that will come about, as we complete our study, in regards to areas of code that can be streamlined, areas of code that can be revised, in order to be more user friendly.

Councilmember L.J. Bryant asked, Mayor, could the city attorney sort of weigh in on the living in an RV thing? I mean, you can live in RV Park, but, like, what does it look like if you want to live in RV in Jonesboro? City Attorney Carol Duncan said, I think you can. I think there's, I don't know what section it is off the top of my head, but there's a code section that says you cannot do that. Councilmember Bryant said, correct, we've got an RV park on the interstate. Ms. Duncan said, well, but that's different. I mean, if it's zoned as an RV Park. Mr. Thomas said, it is zoned for that purpose. But your single family home is not zoned for that purpose. Ms. Duncan said, your single family home cannot have an RV where someone lives. They can't live in it. Mr. Thomas continued, and that's why, again, this is zoning. This is in the zoning section of our code. This is not, this is not dealing with property maintenance. This is not dealing with those type of things. This is in the zoning section in regard to where you can park and how you can park a vehicle in certain zoning sections.

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

following vote.

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

**Nay:** 2 - David McClain and LJ Bryant

Enactment No: O-EN-001-2026

[ORD-25:040](#)

AN ORDINANCE TO AMEND ORD-17:026 RELATING TO TOWING SERVICES IN THE CITY OF JONESBORO

**Attachments:** [CityJboroMayor 20251112 135058.pdf](#)

[CityJboroMayor 20251112 135317.pdf](#)

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-002-2026

[ORD-25:042](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-2 FOR PROPERTY LOCATED AT 213 N MAIN AS REQUESTED BY SHAMIM WILKINS.

**Attachments:** [Application](#)

[Neigh notification](#)

[Staff report RZ 25-15](#)

[MAPC Minutes 11.12.2025](#)

[Publication Receipt](#)

*Patti Lack, 4108 Forest Hill Road, said, I was wondering if Derrel could tell me from what I remember at the MAPC, is that this building is going to be converted into six, six rooms and a couple bathrooms, and it fall under the C2 rezoning. I was wondering if Derrel could say, Is this going to be considered an apartment, or is this considered under a hotel? Planning Director Derrel Smith said, right now, we are just looking at zoning. So, I don't know, because they haven't submitted anything yet. Both are allowed in C2. So, we'll just, we'll make the decision once we actually see plans on it. Mayor Copenhaver said, thank you.*

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-003-2026

[ORD-25:043](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL FOR PROPERTY LOCATED

AT THE 2000 BLOCK OF W. MATTHEWS/WASHINGTON, JONESBORO, AR AS REQUESTED BY ROHN CRAFT

**Attachments:**    [Application](#)  
                               [Rohn Craft letter](#)  
                               [Certified Mail Receipts](#)  
                               [Staff report RZ\\_25-16](#)  
                               [MAPC Minutes 11.12.2025](#)

*Jim Gramling with Gramling Law firm, I represent the Craft family for this and the next application. I want to take a lot of time, but some of you know that I'm a big fan of the neighborhood meeting to try to gauge if people in agreement or if there's any objection. We did that in this case, and nobody showed it up. And I have not since then, I invited people in the letter to contact me if they weren't able to attend. I haven't heard anything from anybody. I'm happy to answer any questions. Mayor Copenhaver said, thank you.*

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-004-2026

[ORD-25:044](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL FOR PROPERTY LOCATED AT THE 2000 BLOCK OF W. MATTHEWS/WASHINGTON, JONESBORO, AR AS REQUESTED BY ANDY CRAFT

**Attachments:**    [Application](#)  
                               [Certified Mail Receipts](#)  
                               [Staff report RZ\\_25-17](#)  
                               [MAPC Minutes 11.12.2025](#)

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

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-005-2026

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

*Mayor Harold Copenhaver reported on the following:*

*So Happy New Year everybody. Let's all pull together and greet opportunities with enthusiasm and optimism.*

*I want to start by congratulating our employee the month, who was just named yesterday. It's Chris Petty, out of the Human Resources Department. Again, saying thank you to First Security Bank sponsors, as they donate a nice goodie bag to the*

winner. Chris plays a vital role in our HR department and we're glad he is with us.

Speaking of personnel, all city emails have now migrated to the required address of @jonesboroar.gov. The city website was officially transitioned to jonesboroar.gov last year and our IT department has been working tirelessly to complete the transition of employee email accounts to the new domain.

Meantime, many of us will be attending the Arkansas Municipal League Convention next week in Little Rock, where we hope to learn all about the trends in the state and tips on how we can continue improving our service to the Jonesboro residents. But I must tell you, we already know of several awards we will receive one of which we are just announcing tonight, the 1st place in the Trend Setter Award for Infrastructure. This achievement is specifically for Jonesboro's connectivity plan, with the goal of connecting all the city through pedestrian and bike paths, as well as public transit, as well as making the streets and intersections safer. The other 1st place award is our E-911 Emergency Response program in the category of Technology and Security. Now, I'm sure you are all proud of these programs as I am. We've also received an honorable mention in the unique City Park Ranger program in the category of tourism, development, and creative culture. Plus, Jonesboro has been named the Volunteer City of the Year for the Mayor's Advisory Youth Council. So, again, this is a wonderful month in December and I appreciate everybody and their activities this past year. And especially through the holiday activities. I want to say thank you to many of the volunteers in the community as well as our paid staff who made the events safe and fun.

A special thank you goes to the Brookland Jr. ROTC for generously donating a large amount of food to the Jonesboro Animal Services. Winter can be rough on these furry friends who have been kicked out of their house, sometimes abandoned or neglected. Our Animal Control personnel worked tirelessly to help those puppies that may have seemed like a great Christmas gift, but all too often end up in the animal shelter. On a happy note, I'm glad to report, we have nine new firefighters hired. We're looking forward to seeing them through the academy and keeping our department staffed and well equipped as we prepare for the future growth in the most safe and secure way.

Next, I want to provide an update on our Park System. And I'm going to ask Interim Director Jim Stearns to go into detail about some upcoming events and programs. But before I do so, I want to add that I have talked to several members of our Parks and Advisory Board. And I know Jim has talked with most of them, if not all of them, as well about our youth sports programs. There are some great folks on this committee, including Dr. Coleman. And they're looking forward to increasing their role as a committee in serving as oversight of our newly incorporated youth sports programming formerly managed by City Stars Organization. Jim, if you would, please go ahead with your comments. Interim Parks Director Jim Stearns said, thank you, Mayor. Thank you, Council, for this opportunity. Just real quick, we have our Advisory Board Meeting tomorrow at noon at Parker Park. If any of you are interested in attending, give the park office a call so we can make sure we have lunch for you. But it's at noon tomorrow at Parker Park. Welcome anybody from the Council to come and attend. Real quick, I've been on board with Parks since May of this past year. So I'm about as new as you get. My responsibilities include youth sports, the community centers, miracle league, full operations, and shooting sports complex. And the parks team would tell you that I challenge them every day to be a little bit better. I question a lot of stuff because I'm new and I really wanted to challenge them every single day to make improvements. Our goal is to meet the needs of the customers, the people that use our parks, the citizens of Jonesboro and everybody that visits our city. And so that's

really our focus in parks at this time. With that, that means assuring the restrooms are in great shape. The property is well maintained and improved and then we continue to develop inclusive spaces, so everyone, regardless of ability, can play, walk, run, cycle, or just simply enjoy the outdoors. Our plan is to continue to grow youth and adult sports, recreation programs, and quality of life opportunities for anyone that wants to participate. As we move away from the City Stars model, the entire park staff is really focused on growing with the existing programs that we have currently, and also developing new ones, and I'll mention some of those in a bit. Our goal is simple, every child who wants to play should have the opportunity at no cost, low cost, chance to play whatever sport that they choose. And that is going to be our focus going forward. From the moment December 2nd occurred, the park's admin team has met and began planning. Our immediate focus was to ensure there's no interruption in youth sports. We gather feedback from staff, working closely with the city's finance and administration, and legal teams to create a process that aligns with existing HR and city policies while still meeting the operational needs. Multiple city administrators reviewed drafts, provided revisions and feedback throughout this process. Our objective was to operate youth sports programs that are fully transparent to this council and to the taxpayers of Jonesboro. In the midst of all this, our team did more than persevere, they thrived. In 2025, we had 7,772 kids who participated with us in youth sports. And we're going to be greater in 2026. Our focus is to grow those programs. Some of the highlights, since December 2nd, we had Miracle League Disc Golf Day. We had a Miracle League Christmas party, with activities and games. We had the Dr. Troy Bartel's Basketball Tournament with over 100 teams here in Jonesboro. We have winter soccer academy going on currently with over 190 kids. We had recently, we had the JHS-Nettleton Basketball League, with 23 teams. We have the JHS-Nettleton Basketball Tournament this past weekend with 63 teams across five gyms, and we're hosting currently the NEA Future Elementary Basketball Tournament that has started tonight with 107 teams over the next six days. Upcoming programs and events. We have the icebreaker, Junior Olympic Volleyball Tournament on January 17th with 19 teams registered. We have the We Care Junior Olympic Volleyball Program, February 7th, with 60 teams registered, and registration is still open for that. We have the NEA Volleyball Academy Spring season with 302 already signed up. Registration is open for the rest of these events. Winter basketball currently has 750 signed up. We have flag football, spring cheerleading, Miracle League Basketball, the Winter Soccer Academy. Spring soccer registration currently has 432. Junior high soccer has 32 teams signed up. Junior high softball has 23 team signed up. That's a lot. Adult and youth recreation softball league is open right now. First softball tournament this year will be January 17th. And so those are the things we currently have going on. We are also working this year at youth track and field, this spring, early summer. We're also going to add a Miracle League Pickleball this spring with final details should be completed in the next couple of weeks now that Arkansas State is back in session. With that, I just wanted to summarize and say that youth sports makes up a significant portion of what we do in parks. Well, I cannot say today that we have a perfect final solution for our youth sports operation. There's always room for improvement. I can say this with confidence. My team is rallied. They have worked tirelessly. They have done everything asked of us. And continue to do everything they can to serve the youths of the community. I mean, our focus is the kids. We wanted to get out, play, if anybody wants to play, we want to provide an opportunity, and if we need to add additional sports and programs to do so, we're up to that challenge. Our team is committed to being accountable, transparent, and deliver safe, accessible, high quality programs, to the citizens of the Jonesboro. We want you guys to trust us and be proud for doing our due diligence. And I would be certainly glad to meet any committee with more details. If so interested or want to, I'd be glad to do that for you. Mayor Copenhagen said, Jim, thank you very much to you and your staff as we move forward, and I appreciate your comments this evening. Thank you. Mr. Stearns said, your welcome. Mayor Copenhagen said, you bet.

[COM-25:058](#)

NOVEMBER 2025 FINANCIAL STATEMENTS

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

Filed

**9. CITY COUNCIL REPORTS**

*Councilmember John Street said, yes, Mayor, in accordance with our procedures and organization at the first meeting, we have to nominate a Mayor Pro Temp, and I would nominate Chris Moore. Councilmember L.J. Bryant seconded the motion. A voice vote was taken with all members voting AYE. There were no verbal NAY's. Mayor Copenhaver said, all right, thank you, Councilman.*

*Dr. Anthony Coleman said, Happy New year, everybody.*

*Councilmember Chris Gibson said, yes, Nominating & Rules met or some of Nominating & Rules met this afternoon, just enough to have a quorum. So those of you that are on that committee, please be a little more attentive and try to be here in time to do business. We did decide this evening that we are going to reinstate the Public Services Committee as a standing committee of this council to meet quarterly. April, I think we probably need to get something on the schedule probably within the next few weeks in order to organize. We also just discussed to build on the Mayor's comments as well as Jim's comments to enhance the involvement of the Parks and Recreation Community Advisory Board, so that both the Public Services Committee and the Community Advisory Board are actively and structured resources for the Parks and Recs Department to help you in whatever you may need as we move forward. And I would ask that every member of this council email me in the next couple of days, which committees you want to be a part of, there will be Finance, Public Works, Public Services, and Public Safety, and we need to get those organized as quickly as possible. That's all I have. Mayor Copenhaver said, thank you for your comments. Thank you. All right.*

*Councilmember Ann Williams said, yes, I just want to mention because I've been an advocate for, a push for, providing plenty of swimming opportunities, public school expansion, and importance of children growing up learning how to swim and have an opportunity to do so. And I don't want us to neglect, in the focus on sports to involve ball, the importance of children learning how to swim. For safety and health reasons, and I wish that we would stay focused on that, as well as these other sports involving ball. Mayor Copenhaver said, well, and I'll just add to that, Councilman, you know, with the Hawk Light that we're going to be adding at Parker Park, that's going to allow the youth to access that pool to greater accessibility. And then obviously with the new sports addition, in a year or so, then we'll have additional opportunity for the youth entirely in this community for swimming opportunity. Mr. Stearns said, so we have a brand new pool coordinator, and our plan next year going forward, we have swim lessons available at both pools, and they're going to be available a lot. There will be a lot more opportunities. He's already working on his water safety instructors, lifeguard. And so our plan is to have swim lessons available at both facilities, the entire summer. Mayor Copenhaver said, thank you. Councilmember Williams said, another benefit of having lessons for kids is that you train future lifeguards, and I know it's always been an issue, as far as having enough lifeguards, it's been mentioned in the past, and the side benefit of starting swimming lessons early, in the communities, is that then you will have a generation of lifeguards. Mr. Stearns said, yes, ma'am. Mayor Copenhaver*

said, thank you, Councilman.

Councilmember Chris Moore asked, Mr. Mayor, could you have somebody from the A&P Commission give us an update in the next meeting or two, about a new Aquatic Sports Center on the bypass? Mayor Copenhaver said, sure. Councilmember Moore said, I've had several people call lately to ask where we're at and how it's going. I think a little presentation to the Council might be just what we need. Mayor Copenhaver said, absolutely. It'd be good to see it from the inside, wouldn't it? Councilmember Moore said, yeah. That's all I have sir. Thank you.

#### **10. PUBLIC COMMENTS**

Patti Lack, 4108 Forest Hill Road, said, and I agree with you, Chris, is that we need to move forward. And, I know last week at the finance meeting, I bring up again, that we need to go cashless or at least 90% cashless. I think just the benefits of all that is handling little to no cash, less waiting in lines reduces the crime, lowers the operational costs, and adds transparency, and I think all of us are interested in the importance of checks and balances. Um, I say mostly cashless because they're so seniors like myself that carry cash. We are probably not real efficient at using the computer. But I did a little bit of homework and I'll give this information to Donna. Um, you know, the systems that are out there is the GoFan page that, uh, most of the schools and all that, but also to a lot of the community, um, and cities use. And then there's also core cashless, and so I've gotten all the emails and questions and all that that they can go to. And I think it's really important that we go toward that, because I think eventually everybody is. But I started thinking about this, and I think the benefit of having the Mayor's Youth Advisory Committee with the youth, is that they are smart. They are smart at computers. Have them have this as a project. That would be great. They know computers. They know how it is because in high school they use it and that would be a great project for them to do. So, I think we need to do it sooner versus later, and eliminate any type of question, and just keep on that transparency. So, I'm going to give this to Donna, and I hope that we can eventually go to it sooner versus later. So thank you.

#### **11. ADJOURNMENT**

**A motion was made by Councilperson John Street, seconded by Councilperson Joe Hafner, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

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

**Harold Copenhaver, Mayor**

**Attest:**

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

**April Leggett, City Clerk**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:201

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE RIGHT-OF-WAY AT 3229 S CARAWAY ROAD FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

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

PERMANENT RIGHT-OF-WAY BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 1505.55 FEET; THENCE NORTH 90°00'00" WEST, 28.38 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°20'27" WEST, 21.17 FEET; THENCE NORTH 00°51'41" EAST, 98.38 FEET;

THENCE NORTH 88°30'47" EAST, 20.91 FEET; THENCE SOUTH 00°42'09" WEST, 98.68 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2072 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS; an Offer has been made and accepted to the sell the above described property for the price of \$60,041.40.

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

WHEREAS; the funding for this purchase shall come from the Capital Improvement Revenue Bonds budget.

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

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

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

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

2. **PROPERTY DESCRIPTION: (3229 S Caraway Road 01-144321-00500)**

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 1505.55 FEET; THENCE NORTH 90°00'00" WEST, 28.38 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°20'27" WEST, 21.17 FEET; THENCE NORTH 00°51'41" EAST, 98.38 FEET; THENCE NORTH 88°30'47" EAST, 20.91 FEET; THENCE SOUTH 00°42'09" WEST, 98.68 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2072 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price of sixty thousand forty-one dollars and forty cents **(\$60,041.40)** for said property, based on the appraised value of \$31,017.84 for the land, the quoted replacement cost of \$24,217.20 for an existing pylon sign on the land, and the loss of \$4,480.56 of existing landscaping.

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

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

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

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

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

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

Title: Mayor

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

**ATTEST**

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

**SELLER**

SALT GROUP HOLDINGS, LLC

Name: Jeff Hummer (sole member)

Date: 12.18.2025

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

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:218

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

### RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN TRAFFIC CONTROL DEVICES AT THE INTERSECTIONS OF HIGHWAY 1B AND FOREST HILL ROAD AND HIGHWAY 1B AND PARKER ROAD

WHEREAS, the City of Jonesboro has received an Arkansas Department of Transportation Traffic Control Device Agreement;

WHEREAS, this Traffic Control Device Agreement is for the purposes of installing a traffic signal at the intersection of Highway 1B and Forest Hill Road and replacing the existing traffic signal at the intersection of Highway 1B and Parker Road;

WHEREAS, the City of Jonesboro believes said Agreement is for the use and benefit of the City of Jonesboro and all of its residents; and,

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorizes the execution of this agreement.

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

Section 1: This Traffic Control Device Agreement is for the purpose of installing a traffic signal at the intersection of Highway 1B and Forest Hill Road and replacing the existing traffic signal at the intersection of Highway 1B and Parker Road.

Section 2. That this Traffic Control Device Agreement is for the best interest of the residents of the City of Jonesboro.

Section 3: The Mayor and City Clerk are hereby authorized to execute said Traffic Control Device Agreement.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL DEVICE AGREEMENT**

AGREEMENT NO.: 1167

Date: 12/18/2025

Maintenance Authority: Jonesboro

Job No: 100881

DISTRICT No: 10 COUNTY: CRAIGHEAD

Street Name of primary local corridor:

Route No(s) : Hwy 1B

Section: 17B

Highway 1B

**WHEREAS,**

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

**WHEREAS,**

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

**NOW THEREFORE,**

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Install a traffic signal at the intersecon of Highway 1B and Forest Hill Road  
and replace the existing traffic signal at the intersection of Highway 1B  
and Parker Road.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

**Maintenance Authority:**

Jonesboro

**ARKANSAS DEPARTMENT  
OF  
TRANSPORTATION**

BY \_\_\_\_\_



Title: Mayor

\_\_\_\_\_  
Title: David W. Baker  
Engineer of Roadway Design

DATE \_\_\_\_\_

DATE

\_\_\_\_\_  
12/18/2025

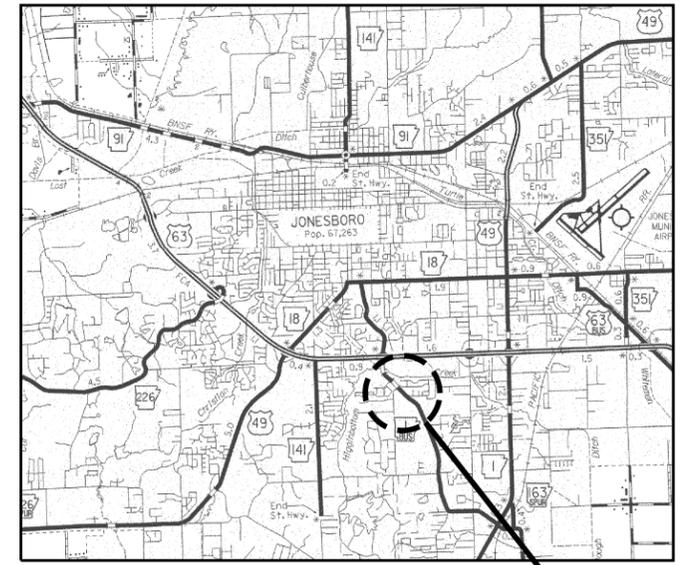
DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	1	121
PARKER RD. - SOUTH (HWY. 1B) (JONESBORO) (S)						

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION PLANS FOR STATE HIGHWAY**

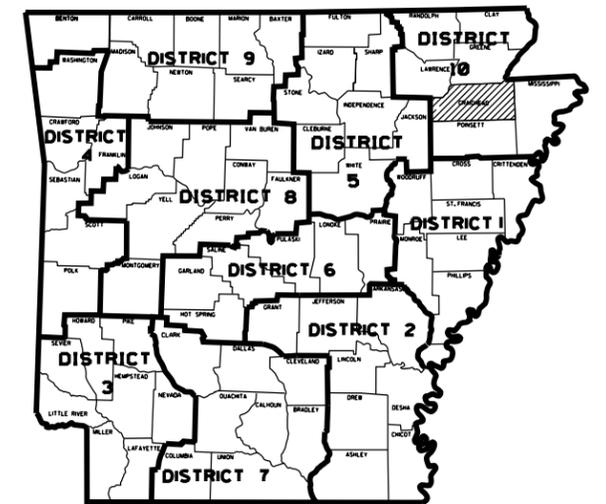


**PARKER RD. - SOUTH  
(HWY. 1B) (JONESBORO) (S)**

**CRAIGHEAD COUNTY  
ROUTE 1B SECTION 17B  
JOB 100881  
FED. AID PROJ. CMF-0058(67)  
NOT TO SCALE**



**VICINITY MAP**      **PROJECT LOCATION**



**ARKANSAS HIGHWAY DISTRICT 10**

**HWY. 1B STA. 144+91.64  
END JOB 100881  
LOG MILE 2.81**

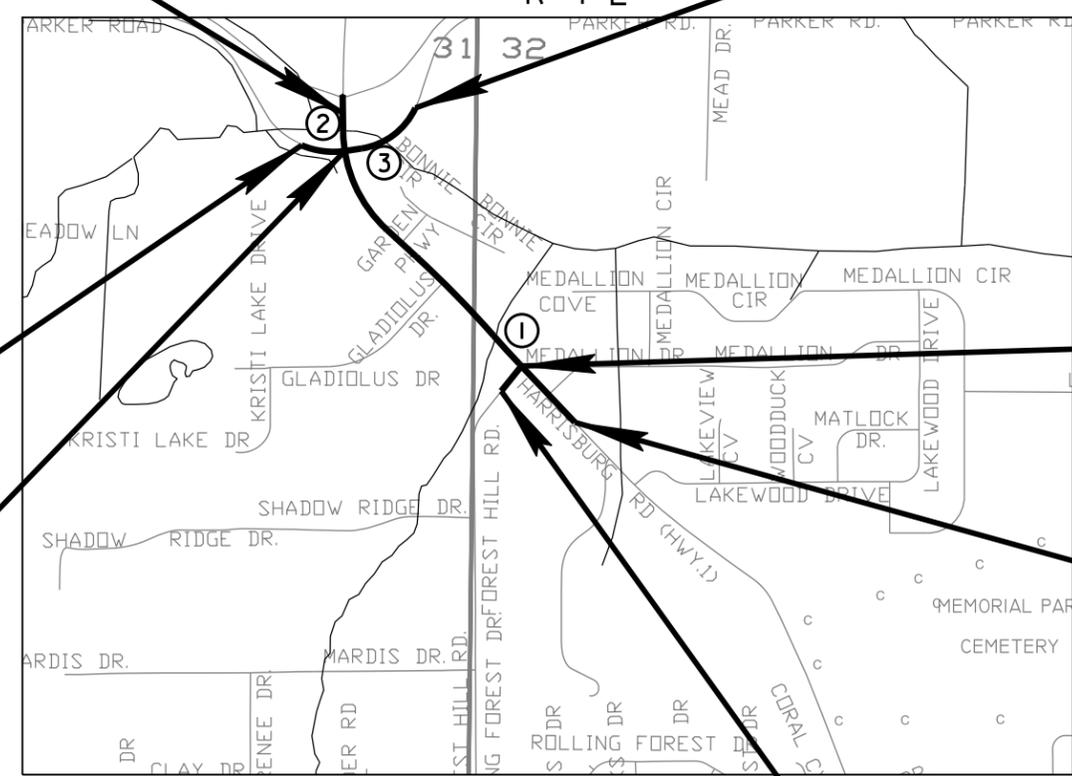
**STA. 58+51.46  
END PARKER RD.**

**STRUCTURES OVER 20'-0" SPAN**

STATION	DESCRIPTION	SPAN
① 129+64.03	2 @ 12' X 7' X 87' R.C. BOX CULVERT ON A 30° FWD. SKEW W/ 3rd WINGS LT. & RT.	28.55'
② 144+04.21	3 @ 10' X 10' X 134' R.C. BOX CULVERT W/ 3rd WINGS LT. & RT.	31.02'
③ 55+94.58	4 @ 10' X 11' X 70' R.C. BOX CULVERT ON A 30° FWD. SKEW W/ 3rd WINGS LT. & RT.	49.04'

**STA. 51+33.56  
BEGIN PARKER RD.**

**HWY. 1B STA. 142+83.32  
PARKER RD. STA. 53+75.07  
Δ 88°54' 10"**



**HWY. 1B STA. 127+39.40  
FOREST HILL RD. STA. 76+80.92  
Δ 82°24' 29"**

**HWY. 1B STA. 123+15.00  
BEGIN JOB 100881  
LOG MILE 2.40**

**STA. 75+05.00  
BEGIN FOREST HILL RD.**

**DESIGN TRAFFIC DATA**

DESIGN YEAR	-----	2046
2026 ADT	-----	13,600
2046 ADT	-----	19,600
2046 DHV	-----	2,156
DIRECTIONAL DISTRIBUTION	-----	60%
TRUCKS	-----	1.0%
DESIGN SPEED	-----	35 MPH

**PROJECT LOCATION**

	BEGIN	MID-POINT	END
LATITUDE	N35°48' 02"	N35°48' 10"	N35°48' 19"
LONGITUDE	W90°41' 40"	W90°41' 49"	W90°41' 55"

GROSS LENGTH OF PROJECT	3070.46	FEET OR 0.582	MILES
NET LENGTH OF ROADWAY	2961.85	FEET OR 0.561	MILES
NET LENGTH OF BRIDGES	108.61	FEET OR 0.021	MILES
NET LENGTH OF PROJECT	3070.46	FEET OR 0.582	MILES



8/28/2025  
100881-01-TITLESHEET.SHT

DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	48	121
SUMMARY OF TRAFFIC SIGNAL QUANTITIES						



**SUMMARY OF TRAFFIC SIGNAL QUANTITIES**

ITEM NUMBER	ITEM	HWY. 1B AT PARKER RD.	HWY. 1B AT FOREST HILL RD.	QUANTITY	UNIT
SP & 701	SYSTEM LOCAL CONTROLLER TS2-TYPE 2, E-NET (8 PHASES)	2	1	3	EACH
SP	ETHERNET SWITCH, T100 HARDENED (8-PORT)	2	1	3	EACH
SP	E-NET CABLE (EXTERIOR CAT 5E)	194	100	294	LIN. FT.
SP	CELLULAR MODEM	2		2	EACH
SP	LOCAL RADIO (E-NET 5.8) WITH ANTENNA	1	1	2	EACH
SP	LOCAL RADIO WITH ANTENNA RELOCATION	1		1	EACH
SP	BATTERY BACKUP SYSTEM	1		1	EACH
SP & 706	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	30	6	36	EACH
SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	4		4	EACH
SP	RELOCATION OF TRAFFIC SIGNAL HEAD	6		6	EACH
SP & 707	CENTRAL CONTROL UNIT	1	1	2	EACH
SP & 707	POLE MOUNTED ASSEMBLY	2	4	6	EACH
SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	4	6	EACH
708	TRAFFIC SIGNAL CABLE (5C/12 A.W.G.)	197	290	487	LIN. FT.
708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	1986	845	2831	LIN. FT.
708	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	2374	69	2443	LIN. FT.
708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	706	192	898	LIN. FT.
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	769	425	1194	LIN. FT.
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	442	175	617	LIN. FT.
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.)	128	36	164	LIN. FT.
SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	1118	390	1508	LIN. FT.
709	GALVANIZED STEEL CONDUIT (2")	50	25	75	LIN. FT.
709	GALVANIZED STEEL CONDUIT (3")	60		60	LIN. FT.
710	NON-METALLIC CONDUIT (2")	65	61	126	LIN. FT.
710	NON-METALLIC CONDUIT (3")	606	285	891	LIN. FT.
SS & 711	CONCRETE PJLL BOX (TYPE 1 HD)	2	1	3	EACH
SS & 711	CONCRETE PJLL BOX (TYPE 2 HD)	7	6	13	EACH
SS & 713	SPAN WIRE ASSEMBLY	1		1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (0')		1	1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (30')		1	1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (56')	1		1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (60')	1		1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (62')	1		1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (68')	1		1	EACH
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34'-42')		1	1	EACH
SP	LED LUMINAIRE ASSEMBLY	4	3	7	EACH
SS & 715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	2	2	4	EACH
SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	2	1	3	EACH
SP	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1.00		1.00	LUMP SUM
716	TREATED WOOD POLE (CLASS 2, 45')	5		5	EACH
SP	18" STREET NAME SIGN	4	3	7	EACH
SP	VIDEO DETECTOR ROTATION	2		2	EACH
SP & 733	VIDEO DETECTOR (IP)	6	1	7	EACH
SP & 733	HYBRID VIDEO/RADAR DETECTOR	2	2	4	EACH
SP & 733	VIDEO CABLE (EXTERIOR CAT 5E)	2137	539	2676	LIN. FT.
SP & 733	VIDEO MONITOR (CLR)	2	1	3	EACH
SP & 733	CENTRAL CONTROL UNIT (8 CHANNEL)	2	1	3	EACH

**TRAFFIC SIGNAL NOTES:**

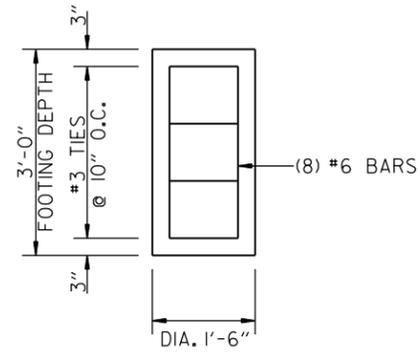
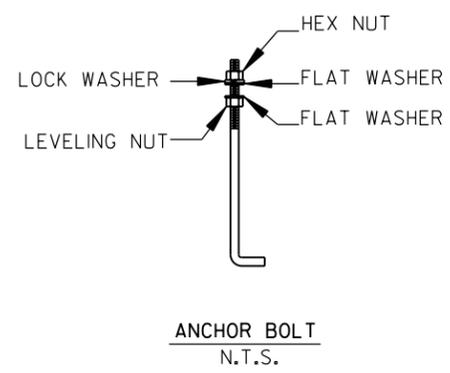
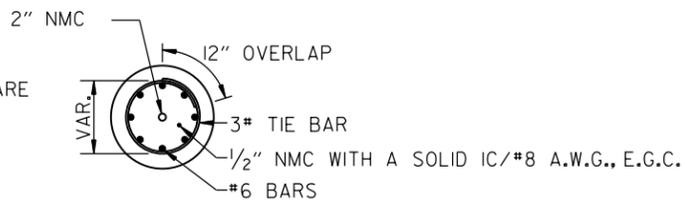
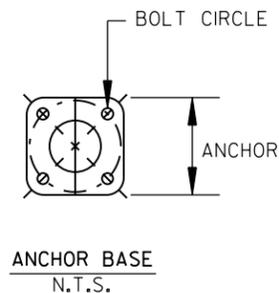
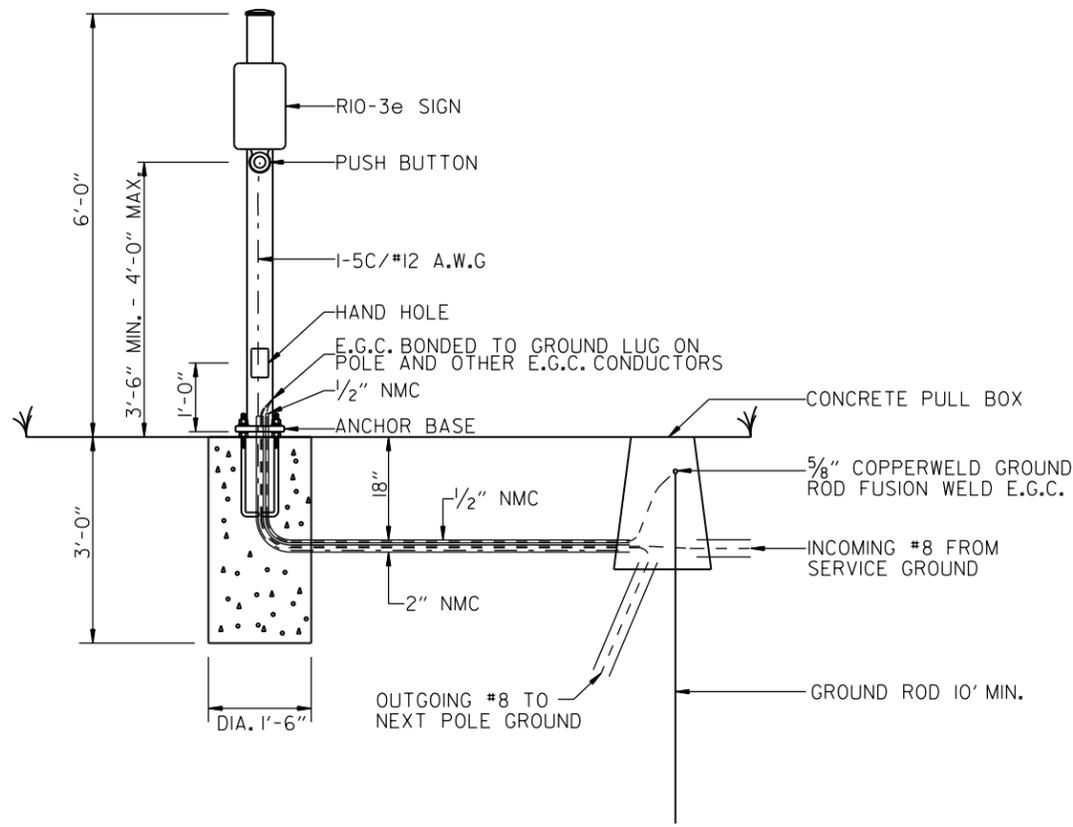
DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	49	121
<b>TRAFFIC SIGNAL NOTES</b>						



1. THE TRAFFIC SIGNAL SHALL NOT BE PUT INTO OPERATION OR SWITCHED TO THE NEXT CONSTRUCTION STAGE PRIOR TO THE FOLLOWING:
  - A. ALL TRAFFIC SIGNAL EQUIPMENT HAS BEEN INSTALLED ACCORDING TO THE PLANS, SPECIAL PROVISIONS, AND PROPERLY FUNCTIONAL. THIS INCLUDES BUT NOT LIMITED TO: CABINETS, PULL BOXES, JUNCTION BOXES, POLES, MAST ARMS, FOUNDATIONS, LUMINAIRES, SIGNAL HEADS, PEDESTRIAN SIGNAL HEADS, PUSH BUTTONS, DETECTION SYSTEM, CONDUITS, CONDUCTORS, CABLES, TRAFFIC CONTROLLER, CONFLICT MONITOR, COMMUNICATION SYSTEM, SERVICE POINT, AND RAILROAD INTERCONNECT SYSTEM.
  - B. THE DETECTION SYSTEM SHALL BE INSTALLED, SETUP, AND CONFIGURED BY THE CONTRACTOR OR THEIR SUPPLIER PER PLANS. A TRAFFIC OPERATIONS INSPECTOR SHALL INSPECT AND PROVIDE APPROVAL IN ORDER TO PUT THE TRAFFIC SIGNAL INTO OPERATION.
  - C. THE TRAFFIC CONTROLLER AND CONFLICT MONITOR SHALL BE PROGRAMMED TO OPERATE AS REQUIRED PER THE PLANS (PHASING DIAGRAM, INTERVAL CHART, AND ANY ADDITIONAL NOTES), SPECIAL PROVISIONS AND ARDOT SPECIFICATIONS.
  - D. TIMING SETTINGS HAVE BEEN PROGRAMMED AND APPROVED AS REQUIRED BY TSMO DIVISION.
  - E. THE TRAFFIC SIGNAL HAS BEEN INSPECTED AND APPROVED BY A TRAFFIC OPERATIONS INSPECTOR.
  - F. ALL REQUIRED DOCUMENTS RELATED TO THE TRAFFIC SIGNAL EQUIPMENT, THIS INCLUDES BUT NOT LIMITED TO: TEST RESULTS, CONFIGURATION/DATA REPORTS, WARRANTIES, AND ANY OTHER DOCUMENTATION REQUIRED PER PLANS AND SPECIAL PROVISIONS.
2. CONTRACTOR SHALL NOTIFY ALL EXISTING UTILITY OWNERS BEFORE BEGINNING WORK ON THIS PROJECT.
3. TRAFFIC SIGNAL CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER OR ASSIGNED DEPARTMENT PROJECT INSPECTOR EACH DAY PRIOR TO SIGNAL RELATED WORK. NO WORK ON TRAFFIC SIGNALS WILL BE ALLOWED OR APPROVED WITHOUT THIS PRIOR NOTIFICATION.
4. THE CONTRACTOR SHALL PERFORM ALL WORK POSSIBLE THAT WILL MINIMIZE THE TIME THAT THE TRAFFIC SIGNAL IS OUT OF OPERATION. IF, IN THE OPINION OF THE ENGINEER, TRAFFIC CONDITIONS WARRANT, THE CONTRACTOR SHALL PROVIDE FLAGMEN TO DIRECT TRAFFIC WHILE THE TRAFFIC SIGNAL IS OUT OF OPERATION.
5. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NFPA 70 (CURRENT EDITION) NATIONAL ELECTRICAL CODE, NFPA 101 (CURRENT EDITION) LIFE SAFETY CODE, STATE ELECTRICAL CODE AND LOCAL ELECTRICAL CODE.
6. EXTEND GREEN EQUIPMENT GROUNDING CONDUCTOR (E.G.C.) FROM GROUND BAR AT MAIN BREAKER TO CONTROL PANEL AND TO FIRST POLE. SOLIDLY BOND E.G.C. TO GROUND LUG OF CONTROL CABINET AND TO POLE GROUND. ENSURE THAT ONLY ONE NEUTRAL-TO-GROUND BOND EXISTS IN THE SYSTEM AND THAT IT IS AT THE MAIN BREAKER.
7. ELECTRICAL SERVICE SHALL BE PROVIDED BY THE CITY/COUNTY TO A SERVICE POLE WITH EXTERNAL RAINTIGHT BREAKER (MAIN BREAKER), GALVANIZED STEEL SERVICE RISER, METER LOOP (IF REQUIRED), AND WEATHERHEAD AT A MUTUALLY ACCEPTABLE POINT WITHIN THE RIGHT-OF-WAY. IF THE SERVICE POINT IS OVER 10 FEET FROM THE CONTROLLER, THE CONTRACTOR SHALL PROVIDE AND INSTALL A SEPARATE TWO CIRCUIT EXTERNAL BREAKER (SECONDARY BREAKER) ON OR NEAR THE TRAFFIC SIGNAL CONTROLLER CABINET AND SHALL INSTALL CONDUIT, ELECTRICAL SERVICE WIRE (2c/#6 A.W.G. USE RATED, WITH GROUND TYPICAL), AND PERFORM WIRING TO TAP INTO THE CITY'S/ COUNTY'S MAIN BREAKER AS PART OF THIS CONTRACT. CONDUIT IS PAID FOR AS A SEPARATE ITEM OF THIS CONTRACT. TWO CIRCUIT BREAKERS, CONSIDERED SUBSIDIARY TO THE CONTROL EQUIPMENT, ARE NEEDED WHERE STREET LIGHTING IS INCLUDED. AS PART OF THE SIGNAL INSTALLATION, STREET LIGHTING CIRCUIT (2c/#12 A.W.G. UF RATED, TYPICAL) SHALL BE KEPT FROM THE CIRCUIT SERVING THE TRAFFIC SIGNAL CONTROL EQUIPMENT FROM THE POINT OF TIE-IN AT THE SECONDARY BREAKER PROVIDED BY THE CONTRACTOR.
8. CONTRACTOR SHALL CONNECT A SEPARATE NEUTRAL FOR EACH LOAD SWITCH REPRESENTED ON EACH SIGNAL POLE.
9. TRAFFIC CONTROLLER CABINET AND LAYOUT SHALL BE SUCH THAT IT IS NOT NECESSARY TO SHUT DOWN POWER OR REMOVE LOAD SWITCHES IN ORDER TO EASILY TEST OR MODIFY DETECTOR INPUTS TO THE CONTROLLER.
10. CONTROLLER CABINET SHALL BE WIRED SUCH THAT DURING FLASH OPERATIONS POWER TO THE LOAD SWITCHES CANNOT BACKFEED TO LOAD SWITCH POWER BUSS.
11. ALL PARTS OF THIS INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, STANDARD DRAWINGS, AND WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
12. CONTROLLER CABINET LAYOUT AND ORIENTATION SHALL CONFORM TO IMSA STANDARDS.
13. DOOR PANEL TEST PUSH BUTTONS SHALL ACTUATE INDICATED PHASES. DETECTOR ASSIGNMENTS AND/OR SIDE PANEL JUMPERS MAY REQUIRE MODIFICATION.
14. ALL SYSTEM DETECTOR RACKS AND ASSOCIATED EQUIPMENT SHALL BE PROTECTED BY THE MAIN CONTROLLER CABINET POWER SURGE PROTECTION.
15. ONE VIDEO PROGRAMMING MODULE SHALL BE PROVIDED FOR AIMING AND SETUP OF DETECTORS IF THE VIDEO SYSTEM CANNOT BE ADJUSTED THROUGH HARDWARE AND SOFTWARE PROVIDED BY ITEMS WITHIN THE JOB.
16. HARDWARE INPUTS MAY BE DETERMINED BY SUPPLIER. EACH DETECTOR OUTPUT SHALL INPUT THE CONTROLLER THROUGH A SEPARATE INPUT UNLESS OTHERWISE NOTED AND BE PROGRAMMED TO ACTUATE THE ASSOCIATED PHASE. COMBINATION (COMB.) DETECTORS SHALL ALSO BE PROGRAMMED TO PROVIDE VEHICLE COUNT/OCCUPANCY DATA.
17. THE LOCAL RADIO WITH ANTENNA AND TRAFFIC SIGNAL CONTROLLER SHALL BE COMPATIBLE WITH THE EXISTING COORDINATION SYSTEM IN THE CITY/COUNTY.
18. CONDUIT INSTALLED UNDER ROADWAY SURFACES SHALL BE INSTALLED BY PUSHING OR BORING METHOD OR AS DIRECTED BY THE ENGINEER. PVC OR HDPE CONDUIT SHALL BE USED AND SHALL BE UL LISTED. PVC CONDUIT SHALL BE MARKED "DIR. BORING" OR "DIRECTIONAL BORING" PER NEC. IF THE ENGINEER DETERMINES THIS IS NOT FEASIBLE, THEN A TRENCHING METHOD AS SHOWN IN THE STANDARD DRAWINGS MAY BE USED. THE ENGINEER SHALL GRANT A WRITTEN APPROVAL PRIOR TO USING THE TRENCHING METHOD.
19. ALL CONDUIT SHALL BE THREE (3") INCH DIAMETER UNLESS SPECIFIED ON PLANS. ALL CONDUIT UNDER THE ROADWAY, SIDEWALKS, AND DRIVEWAYS SHALL HAVE A MINIMUM DEPTH OF 24" FROM THE TOP OF THE CONDUIT TO THE FINISHED GRADE. CONDUIT DEPTH MAY NEED TO INCREASE NEAR DRAINAGE STRUCTURES.
20. CONDUIT BELL END FITTINGS SHALL BE INSTALLED ON ALL TERMINATING ENDS OF NON-METALLIC CONDUIT RUNS. THIS INCLUDES PULL BOXES, POLE BASES, AND TRAFFIC SIGNAL CABINETS. THE COST OF THE FITTINGS SHALL BE CONSIDERED SUBSIDIARY TO THE PAY ITEM. ALL NON-METALLIC CONDUIT SHALL USE LONG SWEEP 90 DEGREE ELBOWS ON ALL CONDUIT BENDS.
21. ALL CONCRETE PULL BOXES SHALL BE (TYPE 2 HD) UNLESS OTHERWISE INDICATED. PULL BOX LIDS SHALL CLOSE FLUSH WITHOUT PINCHING ANY CONDUCTORS. CONDUIT LENGTHS IN PULL BOXES SHALL BE SET ACCORDINGLY. ANY CONDUCTORS THAT HAVE BEEN DAMAGED BY PINCHING SHALL BE COMPLETELY REPLACED AT THE CONTRACTOR'S EXPENSE.
22. ALL CONCRETE PULL BOXES SHALL BE SET ON A GRAVEL OR CRUSHED STONE BEDDING AS SPECIFIED IN SECTION 711, CONCRETE PULL BOX, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EDITION OF 2014.
23. CONTRACTOR SHALL ATTACH A PERMANENT TAG OF RIGID PLASTIC OR NON-FERROUS METAL TO EACH CONDUIT AT PULLBOXES, POLE BASES, JUNCTION BOXES AND CONTROLLER CABINETS. TAGS SHALL BE EMBOSSED, STAMPED OR ENGRAVED WITH LETTERS 1/4" OR GREATER IN HEIGHT AND SECURED TO THE CONDUIT WITH NYLON OR PLASTIC TIES. EACH TAG SHALL INDICATE THE END LOCATION OF CONDUIT RUN. THE COST OF THE TAGS SHALL BE SUBSIDIARY TO THE CONDUIT PAY ITEM.  
 EXAMPLES FOR CONDUIT IN SIDE CABINET: "TO POLE A AND B" OR "TO POLE C"  
 EXAMPLES FOR CONDUIT IN PULL BOX: "TO POLE A" OR "TO TRAFFIC CABINET"
24. ALL STEEL POLES SHALL BE DESIGNED TO MEET THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, 4th EDITION (2001) WITH 2003 AND 2006 INTERIMS.
25. ALL TRAFFIC SIGNAL POLES SHALL BE GALVANIZED.
26. CONNECTION OF TRAFFIC SIGNAL DISPLAY TO FIELD WIRING SHALL UTILIZE AN APPROVED TERMINAL STRIP BEHIND HAND-HOLE COVER AT BASE OF POLE. TERMINAL STRIP SHALL PROVIDE PROTECTION TO PREVENT EXPOSURE TO THE PUBLIC IN THE EVENT THAT POLE COVER IS MISSING. PAYMENT FOR TERMINAL STRIPS SHALL BE INCLUDED IN ITEM 714 TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT EDITION.
27. FOUNDATION FOR ALL POLES SHALL BE EXTENDED IF NECESSARY TO ACCOMMODATE THE REQUIREMENTS FOR SIGNAL HEAD CLEARANCE ABOVE ROADWAY ONLY AT LOCATIONS WHERE THE GROUND ELEVATION AT THE POLE IS BELOW THE ELEVATION OF THE ROADWAY (SEE NOTES ON STANDARD DRAWING). PAYMENT WILL BE INCLUDED IN SECTION 714 TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT EDITION.
28. TO DETERMINE UTILITY CLEARANCES ABOVE THE TRAFFIC SIGNAL POLE, REFER TO THE POLE SCHEDULE FOR VERTICAL SHAFT HEIGHT. WHERE THE POLE SCHEDULE INDICATES THAT A LUMINAIRE ARM WILL BE USED, THIRTY-EIGHT (38') FEET SHOULD BE USED TO DETERMINE UTILITY CLEARANCE ABOVE THE LUMINAIRE ARM. WHERE THE POLE SCHEDULE INDICATES A TRAFFIC SIGNAL POLE WITHOUT A LUMINAIRE ARM, A HEIGHT OF TWENTY-ONE (21') FEET SHOULD BE USED TO DETERMINE UTILITY CLEARANCE ABOVE THE TRAFFIC SIGNAL MAST ARM. AN ADDITIONAL SIX (6') FEET SHOULD BE USED DIRECTLY ABOVE "VIDEO DETECTOR" AT LOCATIONS SHOWN ON THE SIGNAL PLANS.
29. THE DESIRABLE MINIMUM DISTANCE FROM THE FACE OF ROADWAY CURB OR SHOULDER EDGE TO THE FACE OF NON-BREAKAWAY POLE OR OBSTRUCTION IS SIX (6') FEET. REFER TO TRAFFIC SIGNAL PLANS FOR SPECIFIC LOCATION OF POLES, CONTROLLER AND ANY OTHER NON-BREAKAWAY OBSTRUCTIONS. REFER TO "DESIGN PARAMETERS, MINIMUM CLEAR ZONE DISTANCE" FOR MINIMUM DISTANCE FROM THE EDGE OF TRAVELED WAY TO THE FACE OF A NON-BREAKAWAY POLE OR OBSTRUCTION. TRAFFIC SIGNAL POLES OR ANY OTHER NON-BREAKAWAY OBSTRUCTION SHALL NOT BE INSTALLED WITHIN THE CLEAR ZONE.
30. AS DETERMINED BY THE ENGINEER, FOUNDATION EMBEDMENT MAY BE DECREASED BY A MAXIMUM OF TWO FEET IF COMPETENT ROCK IS ENCOUNTERED PRIOR TO ACHIEVING PLAN EMBEDMENT AND AT LEAST HALF OF THE REMAINING PLAN EMBEDMENT LENGTH IS KEYED INTO COMPETENT ROCK.
31. LED LUMINAIRE ASSEMBLIES SHALL HAVE A BUG RATING OF U0.
32. BACKPLATES SHALL BE SUPPLIED FOR ALL TRAFFIC SIGNAL HEADS, REFER TO THE RETROREFLECTIVE BACKPLATES SPECIAL PROVISION FOR REQUIREMENTS.
33. PAVEMENT MARKINGS SHOWN FOR REFERENCE ONLY. SEE PERMANENT PAVEMENT MARKING DETAILS.
34. BEFORE FINAL ACCEPTANCE OF THE TRAFFIC SIGNAL, THE CONTRACTOR SHALL PROVIDE TWO (2) SETS OF LEDGER SIZE (11" X 17") AS-BUILT TRAFFIC SIGNAL PLANS TO THE MAINTENANCE AUTHORITY AND ARDOT.
35. ALL SIGNAL HEADS AND SIGNS ON THE TEMPORARY SPAN WIRE SHALL HAVE AN ADDITIONAL TETHER WIRE (NOT SHOWN ON SD-7) AT THE BOTTOM CHORD TO MINIMIZE MOVEMENT DUE TO WIND EFFECTS. THE BOTTOM TETHER, HARDWARE, BRACKETS, AND MATERIALS FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE TEMPORARY SIGNAL. THE BOTTOM TETHER SHALL BE INSTALLED BETWEEN THE MINIMUM AND MAXIMUM HEIGHT CLEARANCE ABOVE THE ROADWAY.

8/28/2025  
100881-50-SIGNAL NOTES.SHT

DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
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PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL						



## PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL

### NOTES:

EACH PEDESTRIAN PUSH BUTTON SHALL HAVE ONE R10-3E SIGN ATTACHED TO THE POLE ABOVE THE BUTTON. ALL SIGNS SHALL BE MANUFACTURED IN ACCORDANCE WITH SECTION 723 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

ALL SIGN BLANKS SHALL BE CONSTRUCTED OF ALUMINUM ALLOY (ASTM DESIGNATION B-209, ALLOY 5052-H38) WITH THICKNESS OF 0.100 INCH.

MINIMUM STRUCTURAL REQUIREMENTS:  
DESIGN SPECIFICATIONS: AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, 4TH EDITION (2001) WITH 2003 AND 2006 INTERIMS.

CONSTRUCTION SPECIFICATIONS:  
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (CURRENT EDITION) WITH APPLICABLE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS.

POLE CAP - POLE CAPS SHALL BE PROVIDED, FABRICATED OF EITHER STEEL OR CAST ALUMINUM.

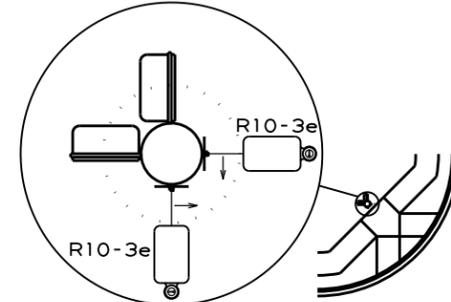
HAND HOLE - HAND HOLES SHALL BE 3 IN. X 5 IN. FOR PED POLES. MINIMUM PLACED APPROXIMATELY 12 INCHES FROM BASE, AND SHALL BE FIXED WITH A BOLT DOWN COVER. A VACUUM FORMED ABS COVER IS AN ACCEPTABLE ALTERNATE TO STEEL.

NUT COVERS - EACH POLE SHALL INCLUDE A BOLT DOWN NUT COVER FOR EACH ANCHOR BOLT.

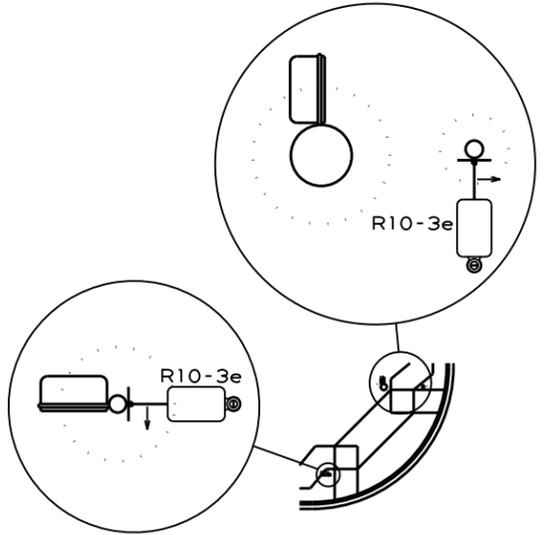
GROUND ROD - A 10' X 5/8" GROUND ROD SHALL BE INSTALLED IN THE CONCRETE PULL BOX FOR EACH POLE AND THE CONTROLLER. PAYMENT FOR THE GROUND ROD AND 1/2" NMC SHALL BE INCLUDED IN ITEM 714 FOR SIGNAL POLES AND ITEM 701 FOR THE CONTROLLER. THE CONCRETE PULL BOX AND CONDUCTOR BOX SHALL BE PAID SEPARATELY.

POLE BASE/FOUNDATION - ANCHOR BOLTS SHALL INCLUDE AS A MINIMUM, ONE LEVELING NUT, TWO FLAT WASHERS, ONE LOCK WASHER, AND ONE HEX NUT. PERIMETER OF ANCHOR BASE SHALL BE GROUTED WITH A 1/4" WEEP HOLE. ALL CONCRETE SHALL BE CLASS "S" OR GREATER.

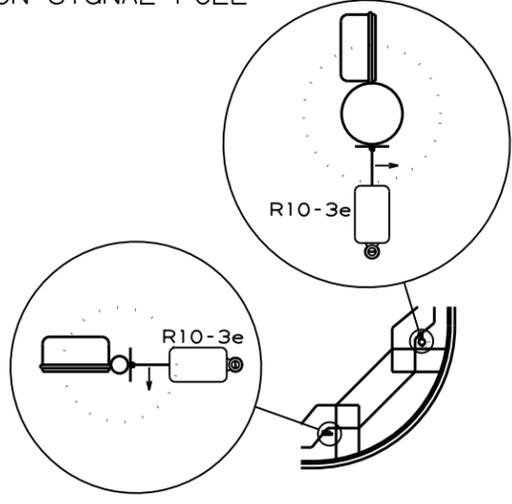
CONCRETE - ALL CONCRETE POLE FOUNDATION SHALL BE CLASS "S" OR GREATER.



TYPICAL MOUNTING PUSH BUTTON ON SIGNAL POLE



TYPICAL MOUNTING PUSH BUTTON ON PEDESTRIAN POLE AND PEDESTRIAN PUSH BUTTON POLE

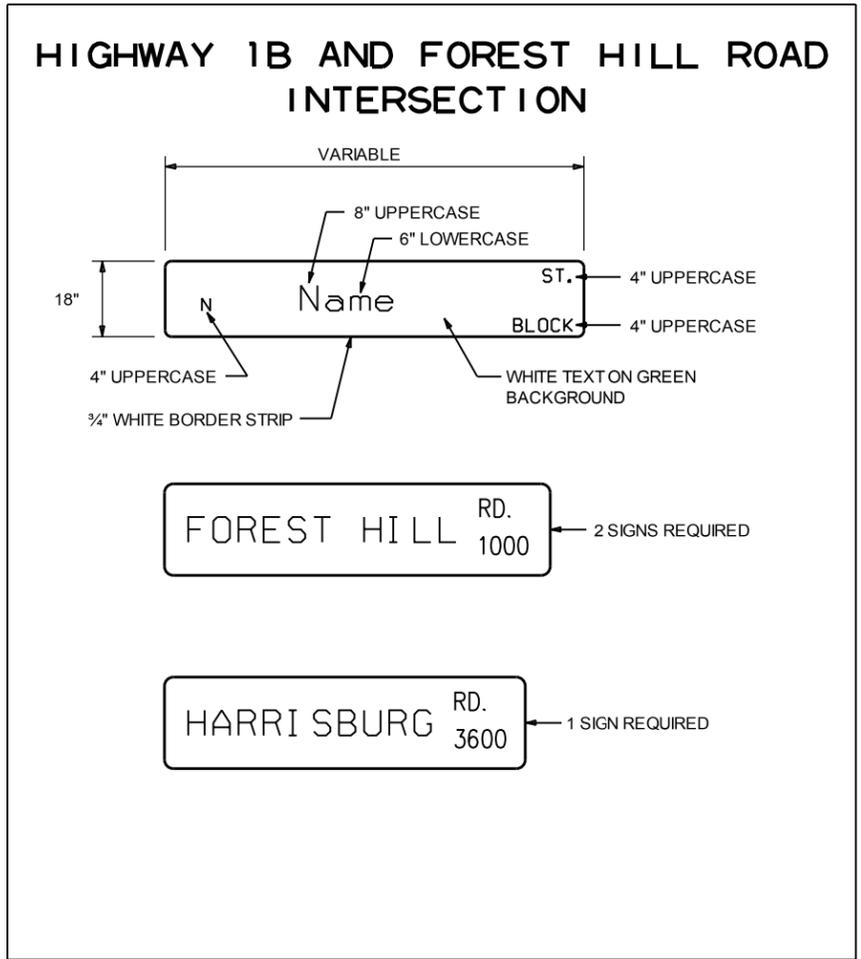
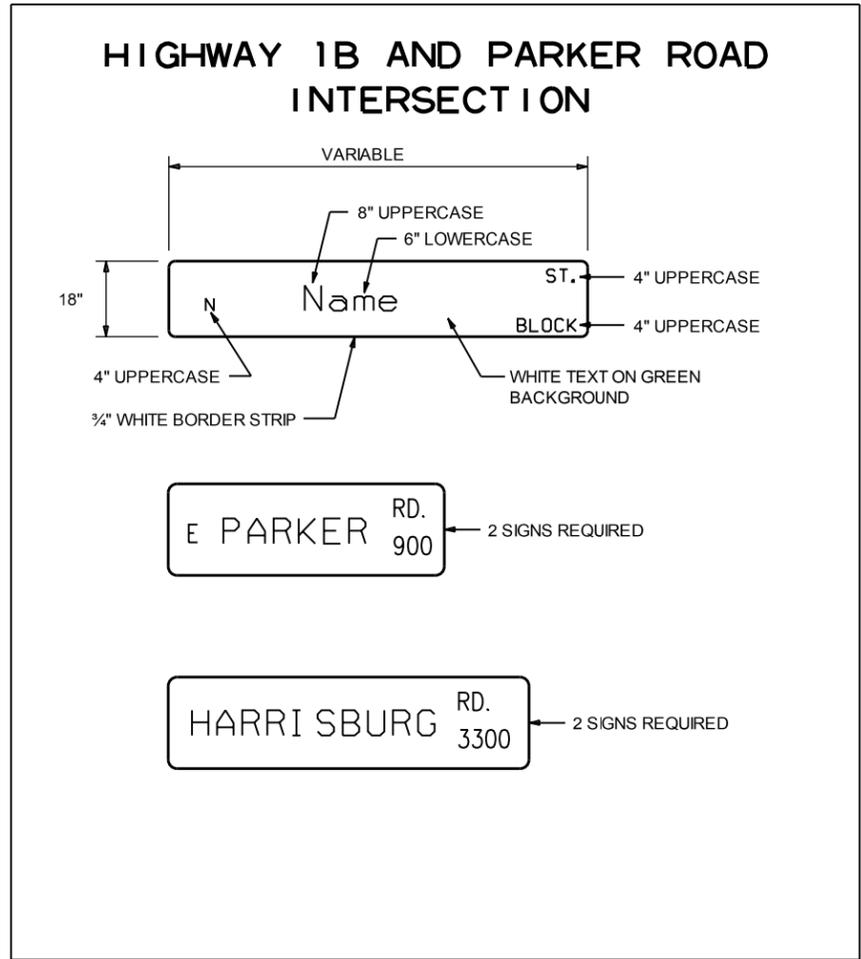


TYPICAL MOUNTING PUSH BUTTON ON PEDESTRIAN POLE AND SIGNAL POLE

DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	51	121
TRAFFIC SIGNAL STREET NAME SIGNS						



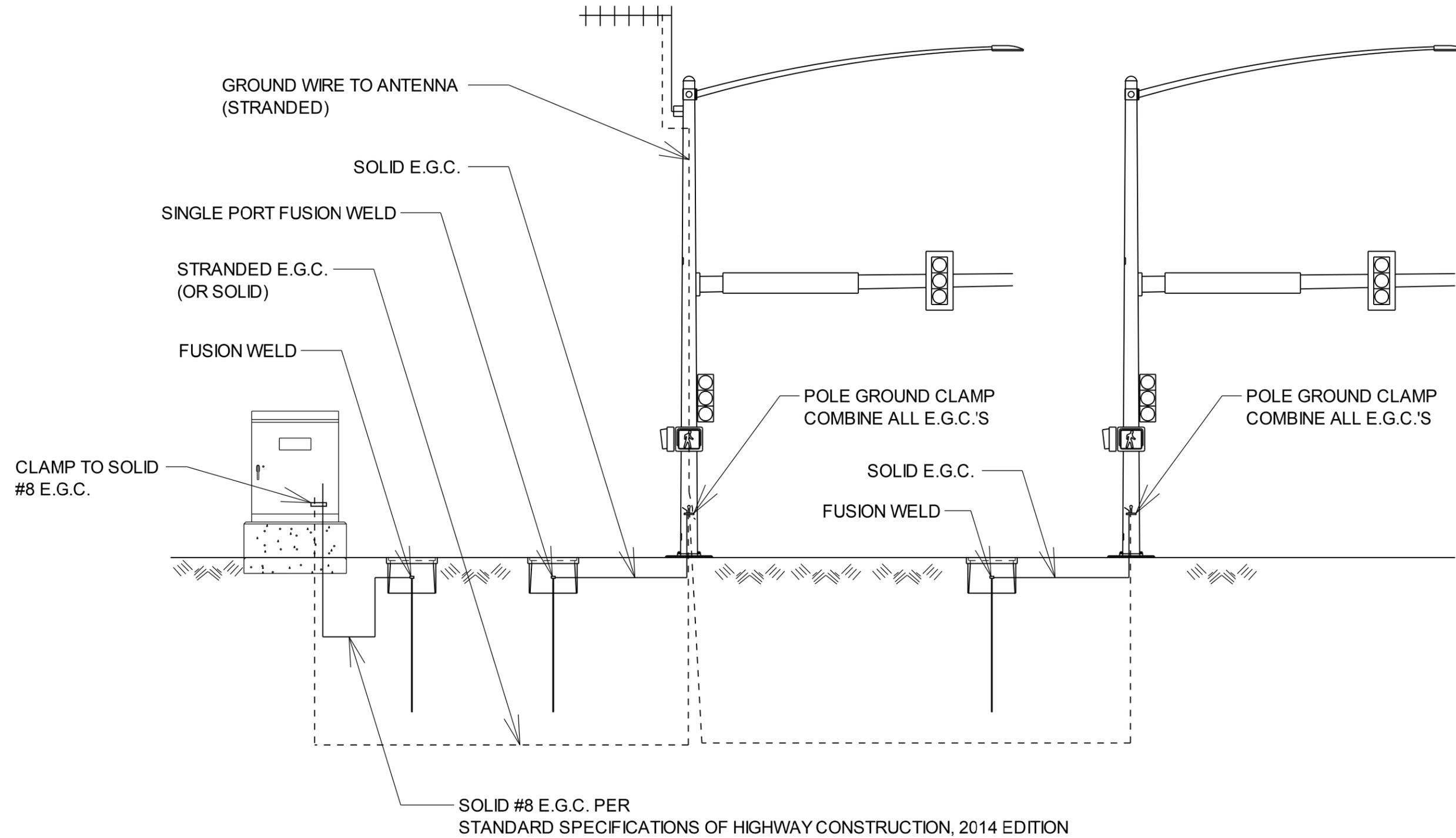
# OVERHEAD STREET NAME MARKER STANDARD MAST ARM MOUNTED



- NOTES:
- REFLECTIVE SHEETING SHALL COMPLY WITH ASTM 4956 TYPE 8 OR 9 REFLECTIVE SHEETING. SHEETING AND LEGEND SHALL BE APPLIED IN SUCH A MANNER TO PROVIDE WRINKLE AND BUBBLE FREE SURFACES. APPLICATION OF SHEETING IS CAUSE FOR REJECTION OF MATERIALS DUE TO WORKMANSHIP.
  - ALUMINUM SIGN BLANK SHALL BE ALLOY 6061-T6 OR 5052-H38. THE ALUMINUM SIGN SHALL BE ALSO ALODIZED. THE ALUMINUM SHEETING SHALL BE 0.100 INCH NOMINAL THICKNESS AND OF THE SIZE SHOWN WITH 1.5" CORNER RADII. PRIOR TO FABRICATION OF THE SIGNS, THE LAYOUT SHALL FIRST BE APPROVED BY AN AGENT OF THE CITY/ COUNTY.
  - WHEN CROSSROAD HAS TWO NAMES, THE SIGN FOR THE CROSSROAD TO THE LEFT MAY BE INSTALLED ON THE BACKSIDE OF THE MAST ARM ON THE NEAR SIDE LEFT POLE. SEE STANDARD DRAWING SHEET FOR MORE INFORMATION FOR MOUNTING ON MAST ARM ASSEMBLY.
  - THE SERIES C 2000 STANDARD ALPHABET SHALL BE USED FOR ALL LETTERS.

# GROUNDING ARRAY SINGLE-PORT FUSION WELDS

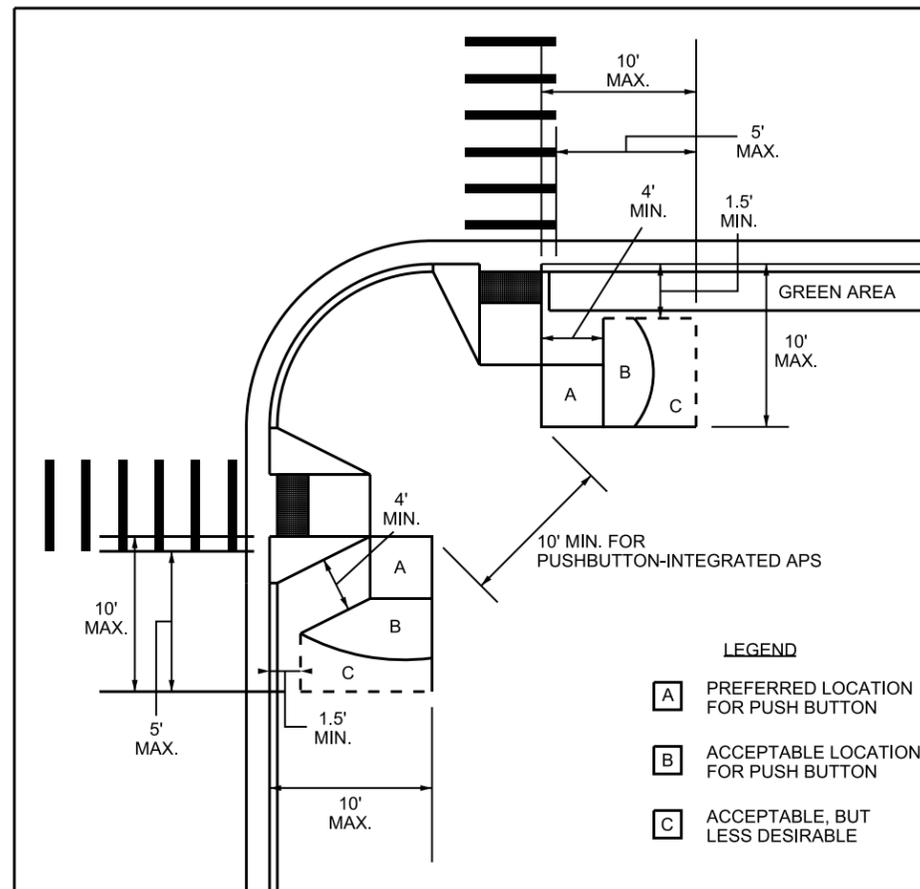
DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	52	121
GROUNDING ARRAY DETAIL						



DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	53	121
PUSH BUTTON PLACEMENT DETAIL						



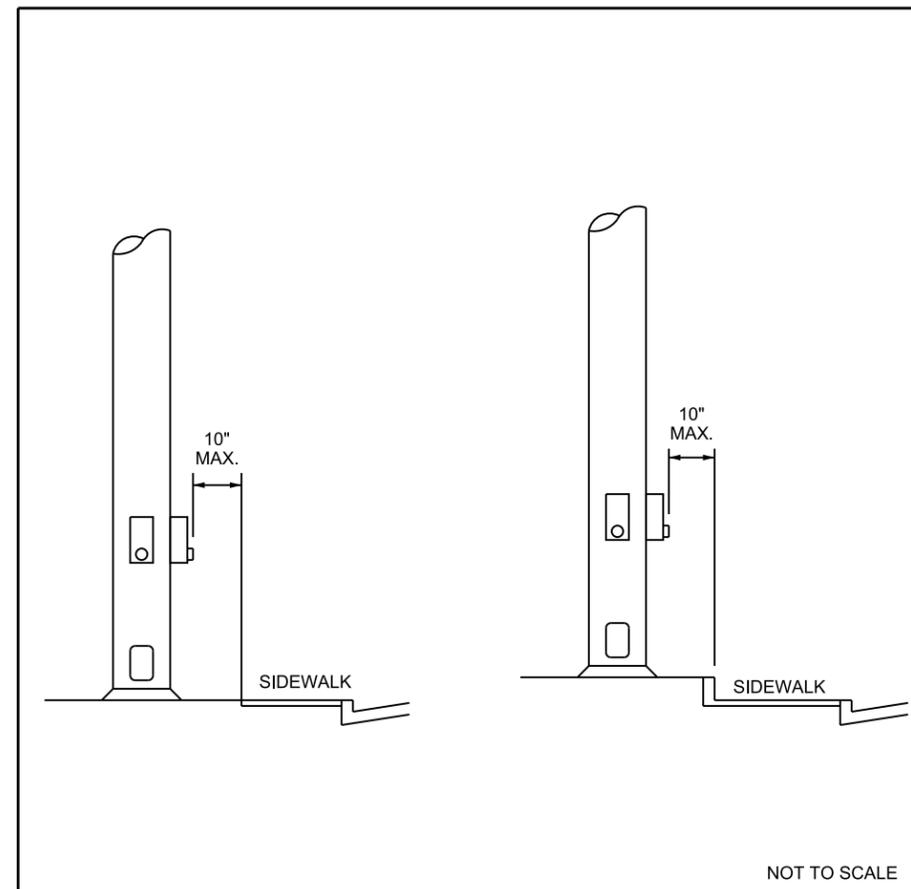
PUSH BUTTON LOCATION DETAIL



NOTES:

1. THE PUSH BUTTON DETECTOR SHOULD BE LOCATED 5 FEET OR LESS FROM THE OUTSIDE EDGE OF THE MARKED CROSSWALK FARTHEST FROM THE INTERSECTION.
2. THE PUSH BUTTON DETECTOR SHOULD BE LOCATED NO FARTHER FROM THE CROSSWALK THAN THE STOP LINE, IF ONE IS PRESENT.
3. A 4-FOOT MINIMUM UNOBSTRUCTED PEDESTRIAN ACCESS ROUTE SHOULD BE MAINTAINED.
4. THE MAXIMUM (MAX.) AND MINIMUM (MIN.) DIMENSIONS SHOWN IN THIS FIGURE ARE RECOMMENDATIONS.
5. TWO PEDESTRIAN PUSH BUTTONS ON THE SAME CORNER SHOULD BE SEPARATED BY AT LEAST 10 FEET. THE 10-FOOT DIMENSION SHOWN IN THIS FIGURE IS IN REFERENCE TO THE PLACEMENT OF THE PUSH BUTTONS WITHIN THEIR RESPECTIVE AREAS.
6. THE FIGURE SHOWS TYPICAL PUSH BUTTON LOCATIONS.
7. THIS FIGURE IS NOT DRAWN TO SCALE.

SIDE REACH DETAIL



NOTES:

- IN THE EVENT THAT A PLAN TRAFFIC SIGNAL POLE LOCATION MUST BE ADJUSTED DUE TO UTILITY CONFLICT, CONSULT WITH PROJECT ENGINEER PRIOR TO MAKING ADJUSTMENTS.

DATE REVISED	DATE REVISION	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	71	121



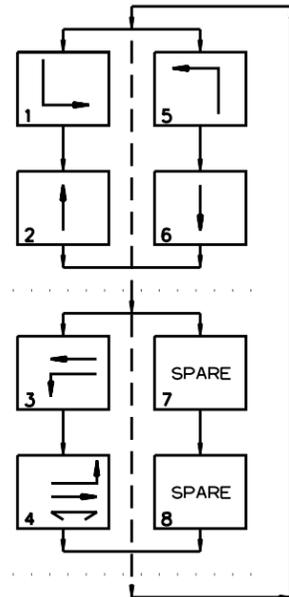
### HIGHWAY 1B AND PARKER ROAD POLE DIMENSIONS

POLE	MAST ARM	* MAST ARM ANGLE	** HAND HOLE	VERT. SHAFT	LUM. ARM	* LUM. ANGLE
A	60'	77°	180°	50'	25'	0°
B	N/A	N/A	N/A	15'	N/A	N/A
C	68'	184°	180°	35'	25'	94°
D	62'	267°	180°	35'	25'	177°
E	56'	351°	180°	35'	25'	261°
F	N/A	N/A	N/A	15'	N/A	N/A

\* MAST ARM AND LUMINAIRE ARM ANGLE MEASURED FROM PLAN NORTH = 0°, CLOCKWISE ROTATION.  
 \*\* HAND HOLE LOCATION MEASURED CLOCKWISE FROM MAST ARM.

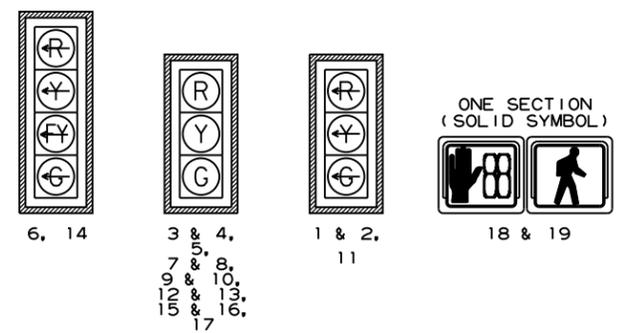
**ANTENNA ORIENTATION**  
 INSTALL POINT TO POINT RADIO TO CONNECT WITH THE INTERSECTION OF FOREST HILL RD. AT HWY 1B.

### PHASING DIAGRAM

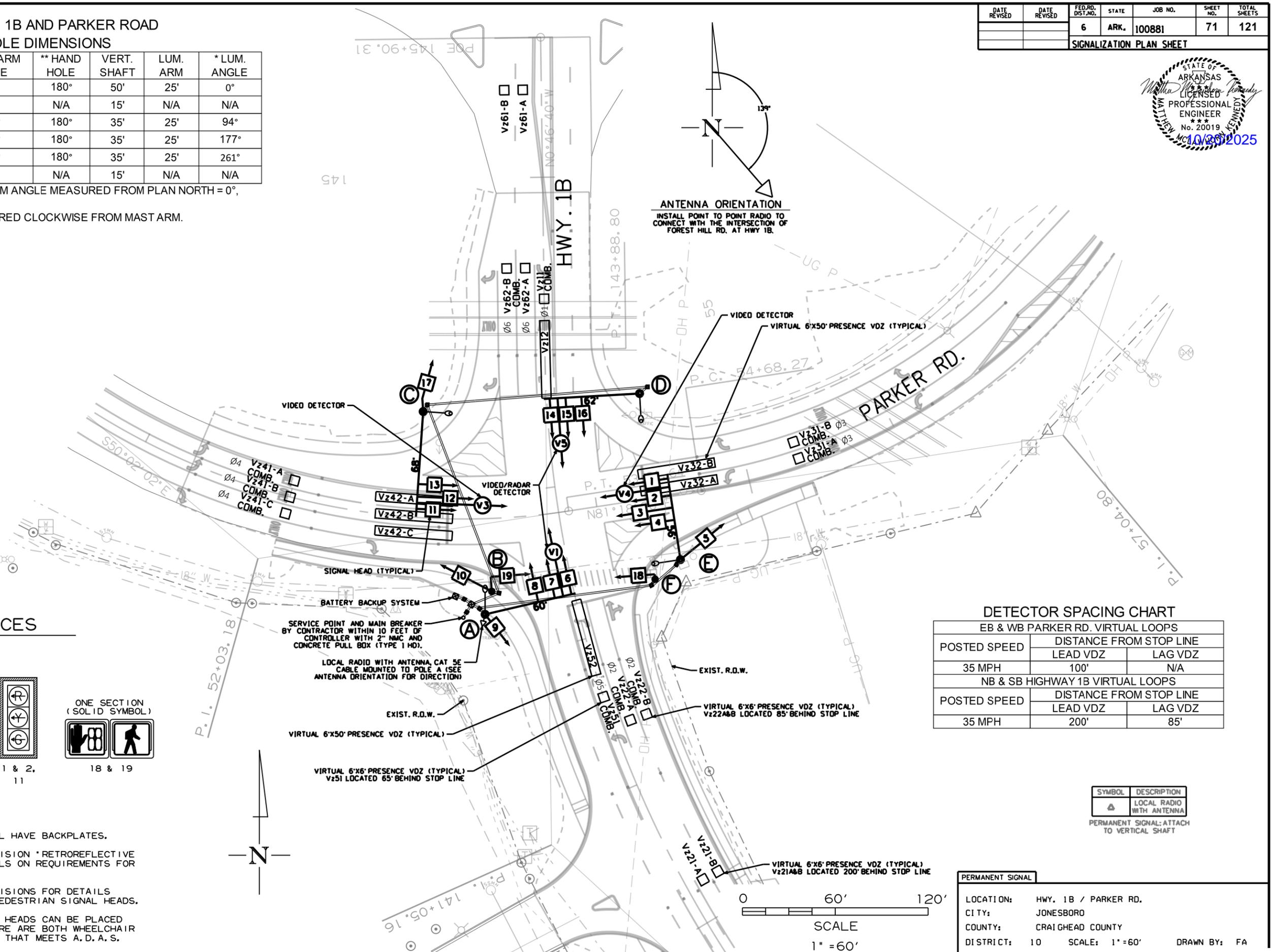


### SIGNAL FACES

12" LENSES



- NOTES:
- ALL SIGNAL HEADS SHALL HAVE BACKPLATES.
  - REFER TO SPECIAL PROVISION "RETROREFLECTIVE BACKPLATES" FOR DETAILS ON REQUIREMENTS FOR BACKPLATES.
  - REFER TO SPECIAL PROVISIONS FOR DETAILS ON REQUIREMENTS FOR PEDESTRIAN SIGNAL HEADS.
  - ALL PEDESTRIAN SIGNAL HEADS CAN BE PLACED INTO OPERATION IF THERE ARE BOTH WHEELCHAIR RAMPS AND A CROSSWALK THAT MEETS A. D. A. S. STANDARD.



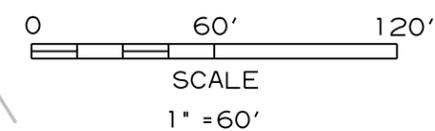
#### DETECTOR SPACING CHART

EB & WB PARKER RD. VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
35 MPH	100'	N/A
NB & SB HIGHWAY 1B VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
35 MPH	200'	85'

SYMBOL	DESCRIPTION
	LOCAL RADIO WITH ANTENNA

PERMANENT SIGNAL: ATTACH TO VERTICAL SHAFT

PERMANENT SIGNAL	
LOCATION:	HWY. 1B / PARKER RD.
CITY:	JONESBORO
COUNTY:	CRAIGHEAD COUNTY
DISTRICT:	10
SCALE:	1" = 60'
DRAWN BY:	FA



8/28/2025  
100881-71-SIGNAL-HP-60SCALE-SHT

# HIGHWAY 1B AND PARKER ROAD POLE LOCATIONS

POLE	LOCATION & STATION	OFFSET	X, Y COORDINATES
A	HWY. 1B - STA. 142+30.01	59.27' LT.	1698272.44, 538087.67
B	HWY. 1B - STA. 142+42.58	51.83' LT.	1698276.76, 538102.49
C	HWY. 1B - STA. 143+53.73	80.08' LT.	1698232.43, 538218.50
D	HWY. 1B - STA. 143+57.08	60.21' RT.	1698372.28, 538230.12
E	HWY. 1B - STA. 142+36.45	71.66' RT.	1698398.69, 538122.98
F	HWY. 1B - STA. 142+27.00	52.88' RT.	1698382.33, 538110.34

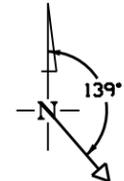
TOP OF POLE FOUNDATION ELEVATION SHALL BE THREE (3) INCHES ABOVE THE FINISHED SURFACE ELEVATION AT THE LOCATIONS SHOWN ABOVE.

TOP OF POLE FOUNDATION ELEVATION MAY BE INCREASED IN ACCORDANCE WITH STANDARD DRAWING SD-11.

SEE SHEET 53 FOR PUSH BUTTON PLACEMENT DETAIL.

DATE REVISION	DATE REVISION	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	72	121

SIGNALIZATION PLAN SHEET

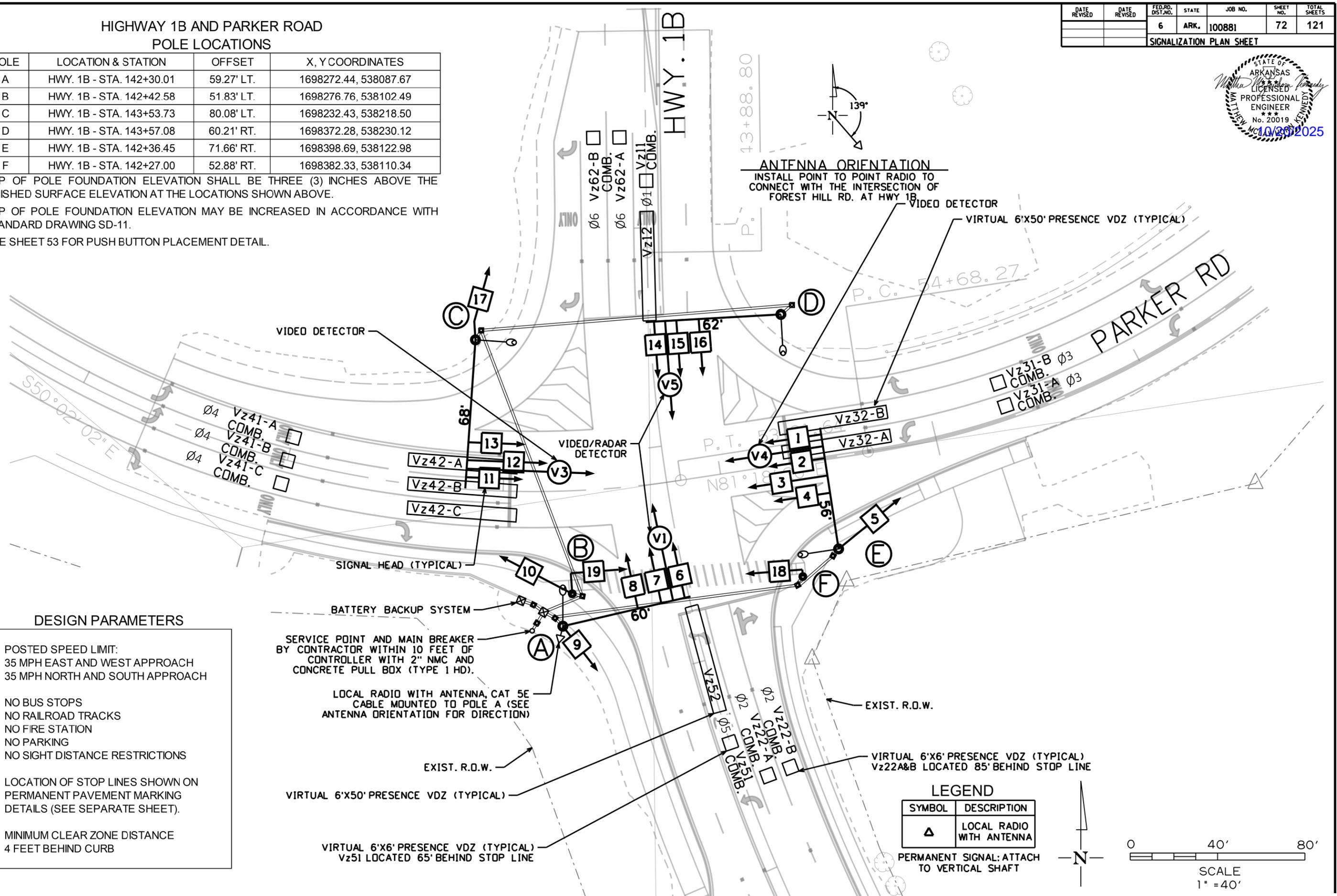


### ANTENNA ORIENTATION

INSTALL POINT TO POINT RADIO TO CONNECT WITH THE INTERSECTION OF FOREST HILL RD. AT HWY 1B

VIDEO DETECTOR

VIRTUAL 6'X50' PRESENCE VDZ (TYPICAL)



### DESIGN PARAMETERS

POSTED SPEED LIMIT:  
35 MPH EAST AND WEST APPROACH  
35 MPH NORTH AND SOUTH APPROACH

NO BUS STOPS  
NO RAILROAD TRACKS  
NO FIRE STATION  
NO PARKING  
NO SIGHT DISTANCE RESTRICTIONS

LOCATION OF STOP LINES SHOWN ON PERMANENT PAVEMENT MARKING DETAILS (SEE SEPARATE SHEET).

MINIMUM CLEAR ZONE DISTANCE  
4 FEET BEHIND CURB

SERVICE POINT AND MAIN BREAKER BY CONTRACTOR WITHIN 10 FEET OF CONTROLLER WITH 2" NMC AND CONCRETE PULL BOX (TYPE 1 HD).

LOCAL RADIO WITH ANTENNA, CAT 5E CABLE MOUNTED TO POLE A (SEE ANTENNA ORIENTATION FOR DIRECTION)

VIRTUAL 6'X50' PRESENCE VDZ (TYPICAL)

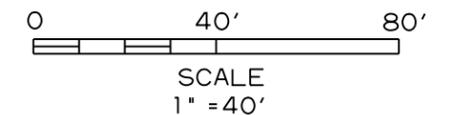
VIRTUAL 6'X6' PRESENCE VDZ (TYPICAL)  
Vz51 LOCATED 65' BEHIND STOP LINE

VIRTUAL 6'X6' PRESENCE VDZ (TYPICAL)  
Vz22A&B LOCATED 85' BEHIND STOP LINE

### LEGEND

SYMBOL	DESCRIPTION
▲	LOCAL RADIO WITH ANTENNA

PERMANENT SIGNAL: ATTACH TO VERTICAL SHAFT



HIGHWAY 1B AND PARKER ROAD  
PULL BOX LOCATIONS

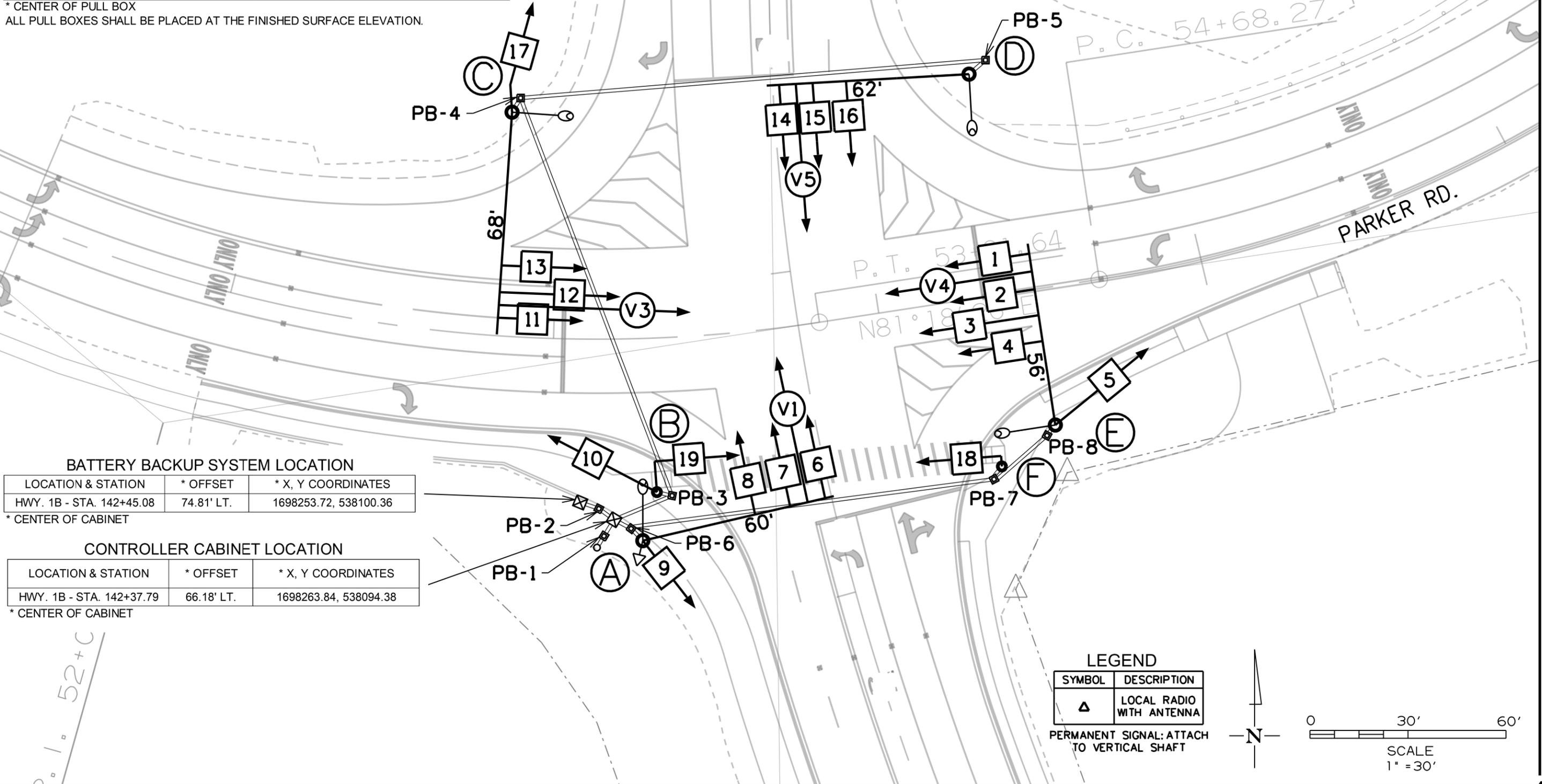
DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	73	121
SIGNALIZATION PLAN SHEET						

PULL BOX	TYPE	LOCATION & STATION	* OFFSET	* X, Y COORDINATES
PB1	1 HD	HWY. 1B - STA. 142+33.70	70.53' LT.	1698260.57, 538089.06
PB2	2 HD	HWY. 1B - STA. 142+41.09	70.60' LT.	1698258.75, 538096.95
PB3	2 HD	HWY. 1B - STA. 142+40.68	47.51' LT.	1698281.41, 538101.42
PB4	2 HD	HWY. 1B - STA. 143+57.50	77.22' LT.	1698235.04, 538222.83
PB5	2 HD	HWY. 1B - STA. 143+61.47	65.46' RT.	1698377.31, 538234.41
PB6	2 HD	HWY. 1B - STA. 142+40.68	47.51' LT.	1698268.55, 538090.92
PB7	2 HD	HWY. 1B - STA. 142+22.96	49.77' RT.	1698380.17, 538105.96
PB8	2 HD	HWY. 1B - STA. 142+33.21	68.87' RT.	1698396.61, 538119.51

\* CENTER OF PULL BOX  
ALL PULL BOXES SHALL BE PLACED AT THE FINISHED SURFACE ELEVATION.



**ANTENNA ORIENTATION**  
INSTALL POINT TO POINT RADIO TO CONNECT WITH THE INTERSECTION OF FOREST HILL RD. AT HWY 1B.



BATTERY BACKUP SYSTEM LOCATION

LOCATION & STATION	* OFFSET	* X, Y COORDINATES
HWY. 1B - STA. 142+45.08	74.81' LT.	1698253.72, 538100.36

\* CENTER OF CABINET

CONTROLLER CABINET LOCATION

LOCATION & STATION	* OFFSET	* X, Y COORDINATES
HWY. 1B - STA. 142+37.79	66.18' LT.	1698263.84, 538094.38

\* CENTER OF CABINET

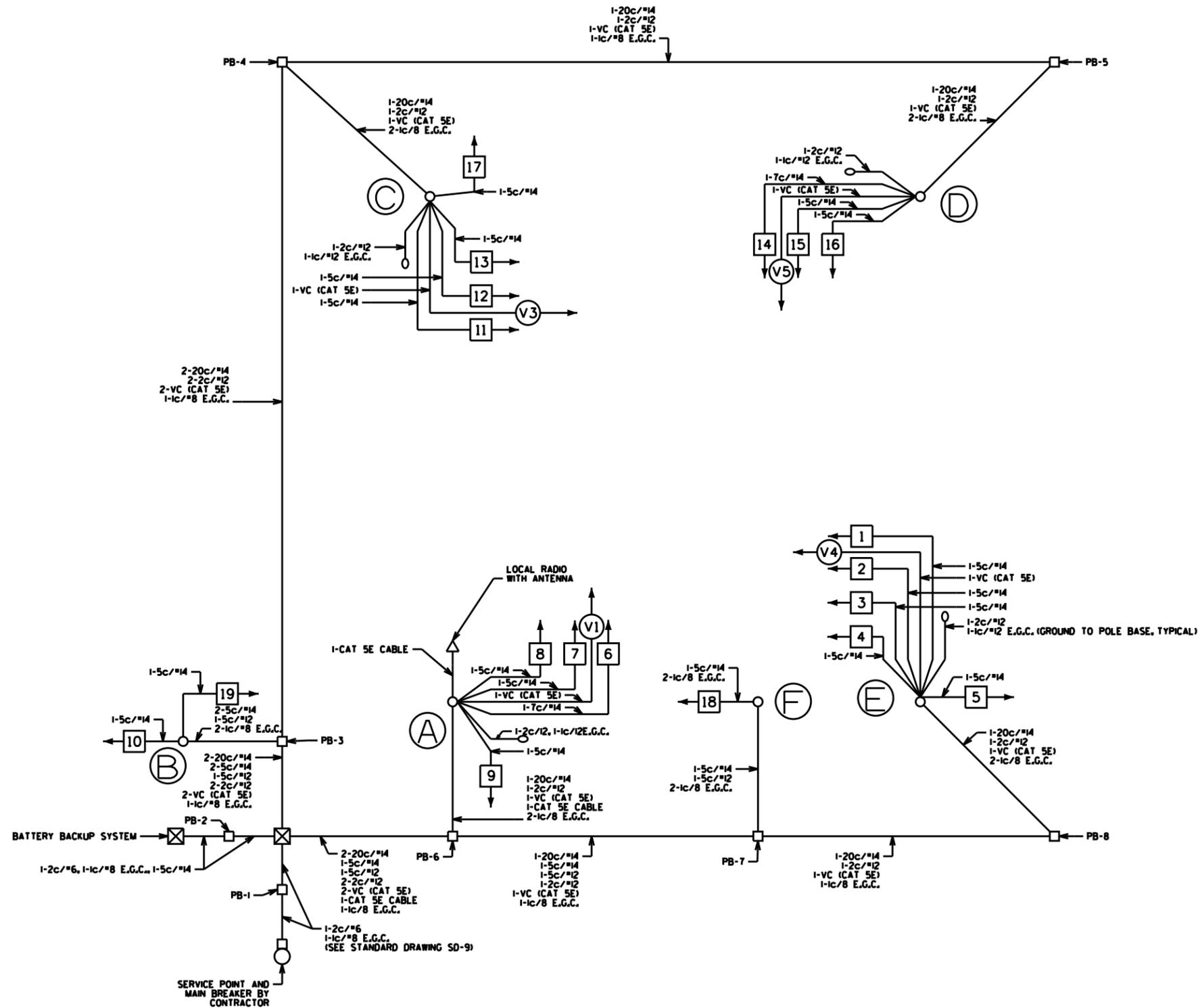
**LEGEND**

SYMBOL	DESCRIPTION
▲	LOCAL RADIO WITH ANTENNA

PERMANENT SIGNAL: ATTACH TO VERTICAL SHAFT

8/28/2025  
100881-73-SIGNAL-HP-30SCALE.SHT

DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	74	121
SIGNALIZATION PLAN SHEET						



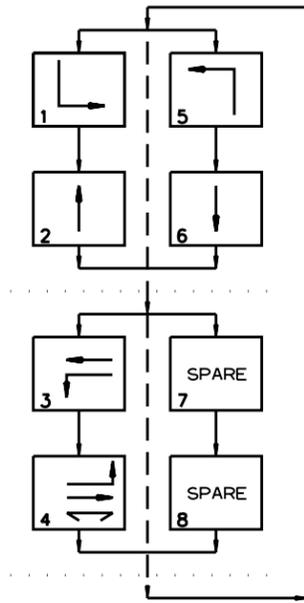
**WIRING DIAGRAM**

- NOTES TO CONTRACTOR:
- ONE SEPARATE 1-5c/#12 IS RUN TO EACH POLE FOR THE ACCESSIBLE PEDESTRIAN PUSH BUTTON(S).
  - ALL DETECTOR RACK CHANNELS, INCLUDING UNUSED, SHALL BE BROUGHT TO TERMINAL STRIP IN DETECTOR AREA OF CABINET.
  - THE LOCAL GOVERNMENT SHALL BE RESPONSIBLE FOR PROVIDING POWER TO THE SERVICE POINT.
  - SEE GROUNDING ARRAY DETAIL ON SHEET 52.

**LEGEND**

SYMBOL	DESCRIPTION
△	LOCAL RADIO WITH ANTENNA

# PHASING DIAGRAM



DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	75	121
SIGNALIZATION PLAN SHEET						



## DETECTOR CHART

DETECTOR SYSTEM DESCRIPTION: JOB 100881											
HIGHWAY 1B AND PARKER ROAD DETECTOR ASSIGNMENTS				HARDWARE INPUTS BY SUPPLIER			PROGRAM ASSIGNMENTS			COMMENTS	TUBE LENGTHS
DET. ID #	LOCATION DIRECTION	TYPE	DET. #	CAB. TRM. #	AMP CHN. #	CON. IMP. #	PHS	SYSTEM DET. #	MASTER SYSTEM DETECTOR NUMBERS		
Vz11	SB LEFT TURN FAR	COMB.				V9	1	1		CAMERA V1	MAST ARM MOUNTED
Vz12	SB LEFT TURN	LOCAL				V1	1			CAMERA V1	MAST ARM MOUNTED
Vz21 A&B	NB ADVANCE	LOCAL				V2	2			CAMERA V5	MAST ARM MOUNTED
Vz22 A&B	NB NEAR	COMB.				V10	2	2		CAMERA V5	MAST ARM MOUNTED
Vz31 A&B	WB ADVANCE	COMB.				V11	3	3		CAMERA V3	46"
Vz32 A&B	WB NEAR	LOCAL				V3	3			CAMERA V3	46"
Vz41 A,B,&C	EB ADVANCE	COMB.				V4	4	4		CAMERA V4	46"
Vz42 A,B,&C	EB NEAR	LOCAL				V12	4			CAMERA V4	46"
Vz51	NB LEFT TURN FAR	COMB.				V13	5	5		CAMERA V5	MAST ARM MOUNTED
Vz52	NB LEFT TURN	LOCAL				V5	5			CAMERA V5	MAST ARM MOUNTED
Vz61 A&B	SB ADVANCE	LOCAL				V6	6			CAMERA V1	MAST ARM MOUNTED
Vz62 A&B	SB NEAR	COMB.				V14	6	6		CAMERA V1	MAST ARM MOUNTED
PB4 A&B	PARKER RD. S. LEG	PED.				P4	4				
SPARE:											

### CONTROLLER INPUT ABBREVIATIONS:

V = VEHICLE INPUT

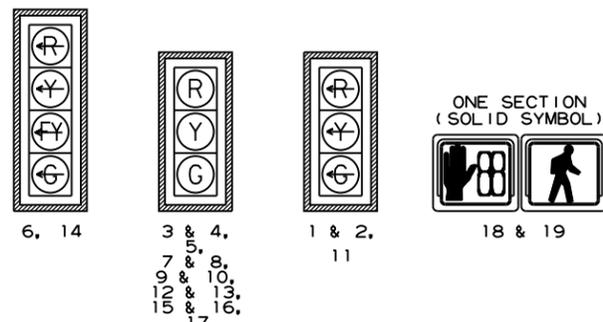
D = SYSTEM OR AUXILIARY INPUT

P = PEDESTRIAN INPUT

NOTE: THIS IS WIRED TO CONTROLLER INPUT DETECTOR NUMBER WHICH IS PROGRAMMED TO ACTUATE THE DESIGNATED PHASE.  
EXAMPLE: V9 = SYSTEM DETECTOR 1, V10 = SYSTEM DETECTOR 2

## SIGNAL FACES

12" LENSES



- NOTES:
- ALL SIGNAL HEADS SHALL HAVE BACKPLATES.
  - REFER TO SPECIAL PROVISION "RETROREFLECTIVE BACKPLATES" FOR DETAILS ON REQUIREMENTS FOR BACKPLATES.
  - REFER TO SPECIAL PROVISIONS FOR DETAILS ON REQUIREMENTS FOR PEDESTRIAN SIGNAL HEADS.
  - ALL PEDESTRIAN SIGNAL HEADS CAN BE PLACED INTO OPERATION IF THERE ARE BOTH WHEELCHAIR RAMPS AND A CROSSWALK THAT MEETS A. D. A. S. STANDARD.

## INTERVAL CHART

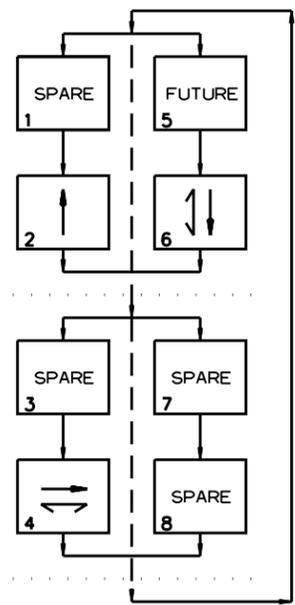
SIGNAL FACES	HIGHWAY 1B AND PARKER ROAD												FLASH SEQUENCE
	1+5	CLR.	1+6	CLR.	2+5	CLR.	2+6	CLR.	3	CLR.	4	CLR.	
1, 2	<R	<R	<R	<R	<R	<R	<R	<R	<R	<R	<G	<Y	<R
3, 4, & 10	R	R	R	R	R	R	R	R	R	R	G	Y	R
5, 12, & 13	R	R	R	R	R	R	R	R	G	Y	R	R	R
6	<G	*	<G	*	<FY	***	<FY	***	<R	<R	<R	<R	<R
7, 8, & 17	R	R	G	**	R	R	G	**	R	R	R	R	R
9, 15, & 16	R	R	R	R	G	**	G	**	R	R	R	R	R
11	<R	<R	<R	<R	<R	<R	<R	<R	<G	<Y	<R	<R	<R
14	<G	*	<FY	***	<G	*	<FY	***	<R	<R	<R	<R	<R
18 & 19	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	W	FDW	

- \* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE  
 \*\* DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE  
 \*\*\* DENOTES FLASHING YELLOW ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE

DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	77	121
SIGNALIZATION PLAN SHEET						



**PHASING DIAGRAM**



**DETECTOR SPACING CHART**

NB & SB HIGHWAY 1B VIRTUAL LOOPS

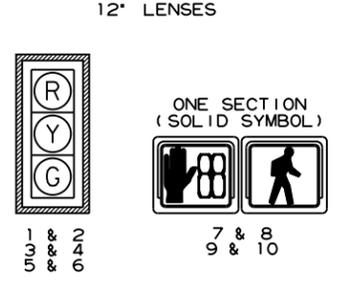
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
35 MPH	200'	85'
EB FOREST HILL RD. VIRTUAL LOOPS		
POSTED SPEED	DISTANCE FROM STOP LINE	
	LEAD VDZ	LAG VDZ
30 MPH	85'	N/A

**HIGHWAY 1B AND FOREST HILL ROAD  
POLE DIMENSIONS**

POLE	MAST ARM	* MAST ARM ANGLE	** HAND HOLE	VERT. SHAFT	LUM. ARM	* LUM. ANGLE
A	30'	46°	180°	50'	10'	316°
B	N/A	N/A	N/A	6'	N/A	N/A
C	N/A	N/A	N/A	6'	N/A	N/A
D	N/A	N/A	N/A	35'	20'	46°
E	34' / 42'	136° / 227°	N/A / 180°	21'	N/A	N/A
F	N/A	N/A	N/A	35'	10'	226°

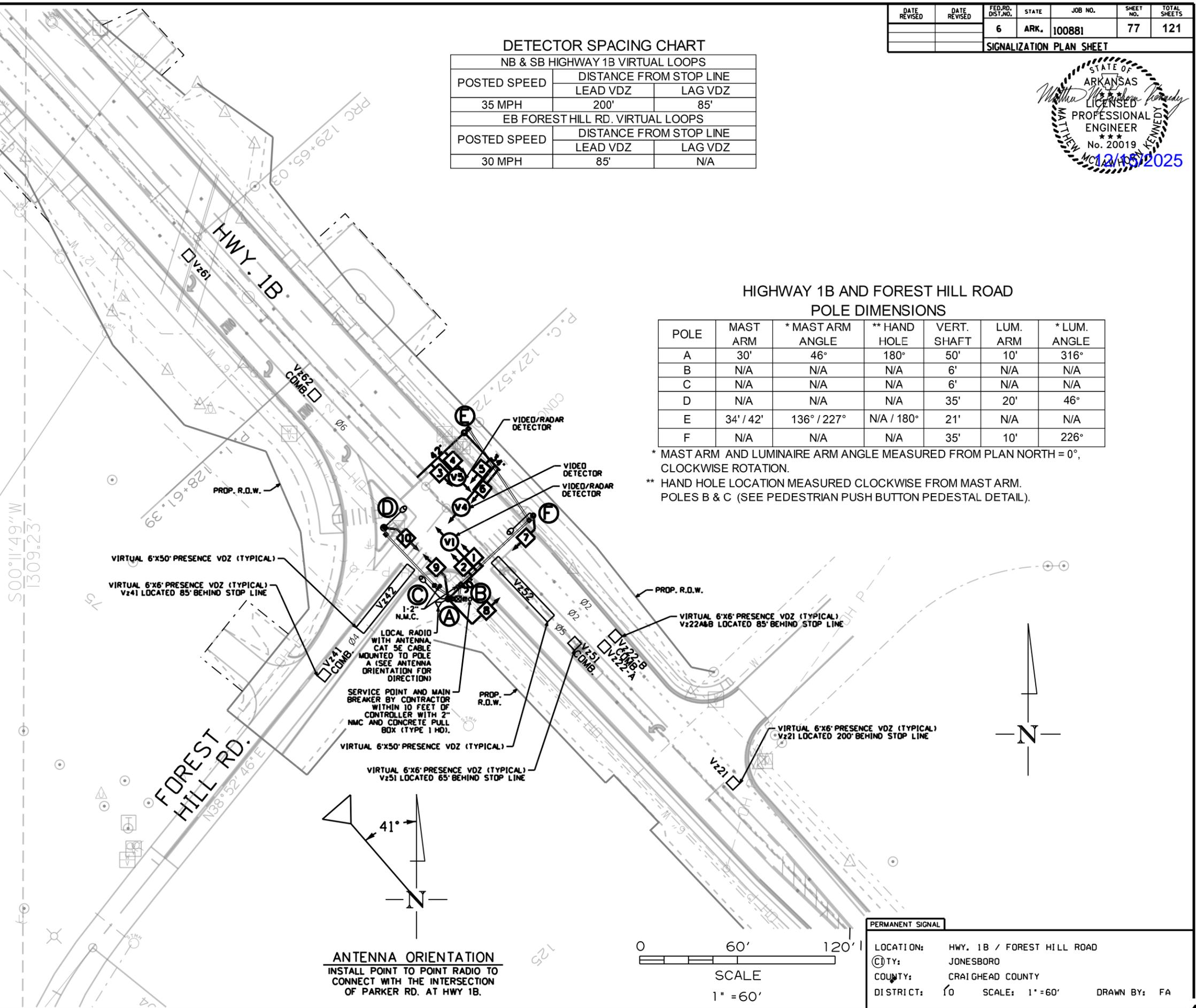
\* MAST ARM AND LUMINAIRE ARM ANGLE MEASURED FROM PLAN NORTH = 0°, CLOCKWISE ROTATION.  
 \*\* HAND HOLE LOCATION MEASURED CLOCKWISE FROM MAST ARM. POLES B & C (SEE PEDESTRIAN PUSH BUTTON PEDESTAL DETAIL).

**SIGNAL FACES**



- NOTES:**
- ALL SIGNAL HEADS SHALL HAVE BACKPLATES.
  - REFER TO SPECIAL PROVISION 'RETROREFLECTIVE BACKPLATES' FOR DETAILS ON REQUIREMENTS FOR BACKPLATES.
  - REFER TO SPECIAL PROVISIONS FOR DETAILS ON REQUIREMENTS FOR PEDESTRIAN SIGNAL HEADS.
  - ALL PEDESTRIAN SIGNAL HEADS CAN BE PLACED INTO OPERATION IF THERE ARE BOTH WHEELCHAIR RAMPS AND A CROSSWALK THAT MEETS A.D.A.S. STANDARD.

8/28/2025 100881-77-SIGNAL-HF-60SCALE.SHT



**ANTENNA ORIENTATION**  
 INSTALL POINT TO POINT RADIO TO CONNECT WITH THE INTERSECTION OF PARKER RD. AT HWY 1B.

**PERMANENT SIGNAL**

LOCATION:	HWY. 1B / FOREST HILL ROAD
CITY:	JONESBORO
COUNTY:	CRAIGHEAD COUNTY
DISTRICT:	10
SCALE:	1" = 60'
DRAWN BY:	FA



DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	79	121
SIGNALIZATION PLAN SHEET						



### HIGHWAY 1B AND FOREST HILL ROAD PULL BOX LOCATIONS

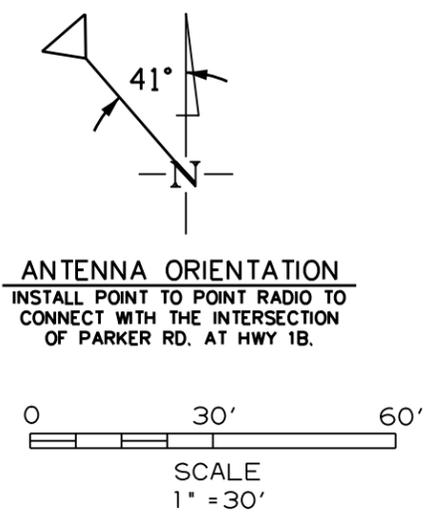
PULL BOX	TYPE	LOCATION & STATION	* OFFSET	* X, Y COORDINATES
PB1	1 HD	HWY. 1B - STA. 126+90.97	30.65' LT.	1699297.53, 536923.75
PB2	2 HD	HWY. 1B - STA. 126+96.36	36.01' LT.	1699289.93, 536923.97
PB3	2 HD	HWY. 1B - STA. 127+10.40	37.57' LT.	1699279.13, 536933.08
PB4	2 HD	HWY. 1B - STA. 127+53.18	38.00' LT.	1699249.21, 536963.80
PB5	2 HD	HWY. 1B - STA. 126+98.87	25.62' LT.	1699295.74, 536932.94
PB6	2 HD	HWY. 1B - STA. 126+98.87	31.67' RT.	1699337.27, 536972.40
PB7	2 HD	HWY. 1B - STA. 127+65.38	43.31' RT.	1699299.95, 537028.60

\* CENTER OF PULL BOX  
ALL PULL BOXES SHALL BE PLACED AT THE FINISHED SURFACE ELEVATION.

#### CONTROLLER CABINET LOCATION

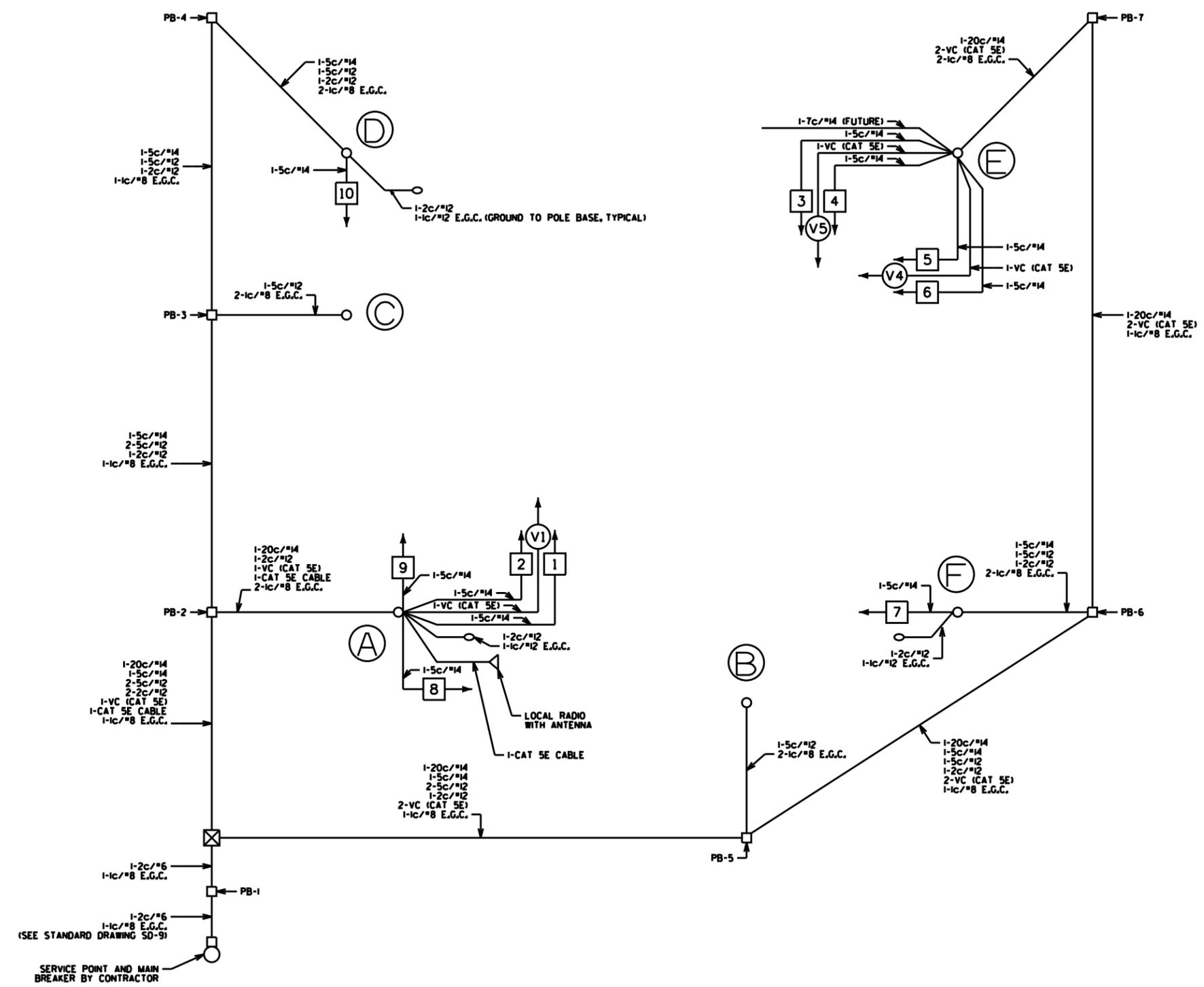
LOCATION & STATION	* OFFSET	* X, Y COORDINATES
HWY. 1B - STA. 126+94.22	32.76' LT.	1699293.75, 536924.66

\* CENTER OF CABINET



8/28/2025  
100881-79-SIGNAL-HF-30SCALE.SHT

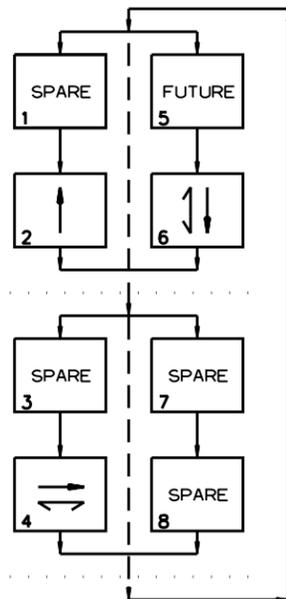
DATE REVISED	DATE REVISED	FED. RD. DIST. NO.	STATE	JOB NO.	SHEET NO.	TOTAL SHEETS
		6	ARK.	100881	80	121
SIGNALIZATION PLAN SHEET						



**WIRING DIAGRAM**

- NOTES TO CONTRACTOR:
- ONE SEPARATE 1-5c/#12 IS RUN TO EACH POLE FOR THE ACCESSIBLE PEDESTRIAN PUSH BUTTON(S).
  - ALL DETECTOR RACK CHANNELS, INCLUDING UNUSED, SHALL BE BROUGHT TO TERMINAL STRIP IN DETECTOR AREA OF CABINET.
  - THE LOCAL GOVERNMENT SHALL BE RESPONSIBLE FOR PROVIDING POWER TO THE SERVICE POINT.
  - SEE GROUNDING ARRAY DETAIL ON SHEET 52.

# PHASING DIAGRAM



DETECTOR SYSTEM DESCRIPTION: JOB 100881

HIGHWAY 1B AND FOREST HILL ROAD DETECTOR ASSIGNMENTS			HARDWARE INPUTS BY SUPPLIER			PROGRAM ASSIGNMENTS			COMMENTS	TUBE LENGTHS	
DET. ID #	LOCATION DIRECTION	TYPE	DET. #	CAB. TRM. #	AMP CHN. #	CON. IMP. #	PHS	SYSTEM DET. #			MASTER SYSTEM DETECTOR NUMBERS
Vz21	NB FAR	LOCAL				V2	2			CAMERA V5	MAST ARM
Vz22 A&B	NB NEAR	COMB.				V10	2	2		CAMERA V5	MOUNTED
Vz41	EB FAR	COMB.				V4	4	4		CAMERA V4	37"
Vz42	EB NEAR	LOCAL				V12	4			CAMERA V4	37"
Vz51	NB LEFT TURN FAR	COMB.				V13	5	5		CAMERA V5	MAST ARM
Vz52	NB LEFT TURN NEAR	LOCAL				V5	5			CAMERA V5	MOUNTED
Vz61	SB ADVANCE	LOCAL				V6	6			CAMERA V1	MAST ARM
Vz62	SB NEAR	COMB.				V14	6	6		CAMERA V1	MOUNTED
PB4 A&B	(HWY 1B) S. LEG	PED.				P4	4				
PB6 A&B	(FOREST HILL) W. LEG	PED.				P6	6				
SPARE:											

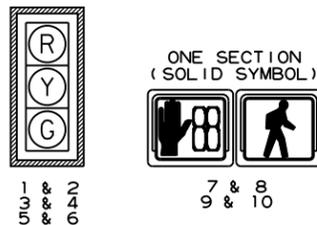
CONTROLLER INPUT ABBREVIATIONS:  
V = VEHICLE INPUT  
D = SYSTEM OR AUXILIARY INPUT  
P = PEDESTRIAN INPUT

NOTE: "AMP CHN =" REFERS TO THE RACK OUTPUT POSITION.  
THIS IS WIRED TO CONTROLLER INPUT DETECTOR NUMBER WHICH IS PROGRAMMED TO ACTUATE THE DESIGNATED PHASE.  
EXAMPLE: V9 = SYSTEM DETECTOR 1, V10 = SYSTEM DETECTOR 2



## SIGNAL FACES

12" LENSES



ONE SECTION  
(SOLID SYMBOL)

## INTERVAL CHART

SIGNAL FACES	HIGHWAY 1B AND FOREST HILL ROAD				FLASH SEQUENCE
	2+6	CLR.	4	CLR.	
1 & 2	G	Y	R	R	R
3 & 4	G	Y	R	R	R
5 & 6	R	R	G	Y	R
7 & 8	DW	DW	W	FDW	BLK
9 & 10	W	FDW	DW	DW	BLK

- NOTES:
- ALL SIGNAL HEADS SHALL HAVE BACKPLATES.
  - REFER TO SPECIAL PROVISION "RETROREFLECTIVE BACKPLATES" FOR DETAILS ON REQUIREMENTS FOR BACKPLATES.
  - REFER TO SPECIAL PROVISIONS FOR DETAILS ON REQUIREMENTS FOR PEDESTRIAN SIGNAL HEADS.
  - ALL PEDESTRIAN SIGNAL HEADS CAN BE PLACED INTO OPERATION IF THERE ARE BOTH WHEELCHAIR RAMPS AND A CROSSWALK THAT MEETS A. D. A. S. STANDARD.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:001

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 910 MARCOM DRIVE, PARCEL 01-143251-04100, OWNED BY WILDA SEATS IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: COOPER ADD(PT W1/2 SW NE 25-14-3 PT LOTS 5 & 6

WHEREAS, WILDA SEATS, the owner of record, was properly notified of a code violation at 910 Marcom Drive, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 28th of October 2026 using city funds in the amount of \$275; and

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

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

Section 1: The city should proceed with placing a lien on the property located at 910 Marcom Drive.



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

870-933-4658

AFFIDAVIT

SEATS WILDA

910 MARCOM DRIVE

JONESBORO, AR 72401

RE: 910 MARCOM

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 13th day of June, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 13th day of June, 2025.

Maria Rezendez  
Notary Public



My commission expires: 10 March 2034



## ***Notice of Violation***

06/13/2025

WILDA SEATS  
910 MARCOM DRIVE  
JONESBORO AR 72401

Case #: 253189

In regards to property located at: 910 MARCOM, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass and weeds that must be mowed. Please mow and trim entire property including ditch. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 06/23/2025. If the issue is not corrected by the date listed, the City will hire a contractor to come and mow the property, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

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

Section:

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

(870)351-4258

Sincerely,

A handwritten signature in black ink, appearing to read "Hannah Gossett".

Hannah Gossett  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

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

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

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

Wilda Seats  
910 Marcom Drive  
Jonesboro AR 72401

53



9589 0710 5270 2238 0457 99



# CITY OF JONESBORO

## Code Enforcement

### Request For Invoice

Date: 11-5-2025

To: Tosha Moss

Case #: 256350

Property Address: 910 Marcom  
Jonesboro, AR 72401

APN# 01-143251-04100

Mowing Letter Sent on: 6-13-2025  
Comply by Date: 6-23-2025  
Date of Mowing Service: 10-28-2025

Need to send the following charges to this person.

Property Owner:  
SEATS WILDA  
910 MARCOM DRIVE  
JONESBORO, AR 72401

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

Thank you,

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



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

870-933-4658

AFFIDAVIT

SEATS WILDA

910 MARCOM DRIVE

JONESBORO, AR 72401

RE: 910 Marcom

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

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 30<sup>th</sup> day of September, 2025.

  
Notary Public

My commission expires: 10 March 2034

255469



DATE	INVOICE NO
9/17/2025	0069889

<b>BILL TO</b>
Wilda Seats 910 Marcom Dr Jonesboro, AR 72401

<b>DUE DATE</b>
11/4/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						275.00
<b>Code Enforcement Charges:</b>						
Filing Fee - 910 Marcom	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 910 Marcom	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 910 Marcom	1.00	60.00	60.00	0.00	0.00	60.00
<b>INVOICE TOTAL:</b>			<b>275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275.00</b>

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

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Wilda Seats  
 Customer No: 024931  
 Account No: 0035997 - Code Enforcement Charges

DUE DATE	INVOICE NO
11/4/2025	0069889

Please remit payment by the due date to:

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

Invoice Total: 275.00  
 Discounts: 0.00  
 Credit Applied: 0.00  
 Ending Balance: 550.00

**INVOICE BALANCE: \$275.00**  
**AMOUNT PAID: \_\_\_\_\_**

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

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ 3.00
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

**SEATS WILDA**

Sent To

**910 MARCOM DRIVE**

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

**JONESBORO, AR 72401**

City, State, ZIP+4®

**57**



9589 0710 5275 3206 8675 04

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- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

### Important Reminders:

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- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your**

**58**

is.



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

870-933-4658

AFFIDAVIT

Wilda Seats

910 Marcom Dr

Jonesboro, AR 72401

RE: 910 Marcom

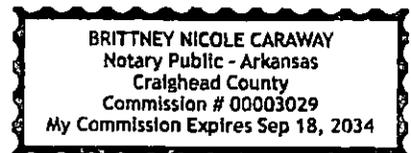
I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 16 day of December, 2025.

Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 16 day of Dec, 25.

Notary Public

My commission expires: 9/18/34





Invoice# : 0070040
Case# : 256350

Notice Mailed Prior to 12/16/2025

Wilda Seats  
910 Marcom Dr  
Jonesboro, AR 72401

Subject: 910 Marcom Dr Parcel# 01-143251-04100

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

Thank you,

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

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

9589 0710 5270 3760 1470 36

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Certified Mail Fee

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

Wilda Seats  
910 Marcom DR.  
Jonesboro AR. 72401



Postmark  
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61



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:002

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 224 S. MCCLURE, PARCEL 01-144183-13600, OWNED BY CITIFIRST, LLC IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: COLES SUB LOTS 1-2 BLK 4 FLINTS ADD

WHEREAS, CITIFIRST, LLC, the owner of record, was properly notified of a code violation at 224 S. McClure, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 28th of October 2026 using city funds in the amount of \$275; and,

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

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

Section 1: The city should proceed with placing a lien on the property located at 224 S. McClure.



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

870-933-4658

AFFIDAVIT

CITIFIRST LLC

301 W WASHINGTON AVE

JONESBORO, AR 72401

RE: 224 S MCCLURE & 234 S MCCLURE

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 29<sup>th</sup> day of September, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 29<sup>th</sup> day of September, 2025.

Maria Reendez  
Notary Public



My commission expires: 10 March 2034



## ***Notice of Violation***

09/29/2025

CITIFIRST LLC  
301 W WASHINGTON AVE  
JONESBORO AR 72401

Case #: 255684

In regards to property located at: 224 S MCCLURE, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 10/12/2025. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

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

Section:

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

870-273-2336

Sincerely,

Chris Martin  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

9589 0710 5270 3206 8653 88

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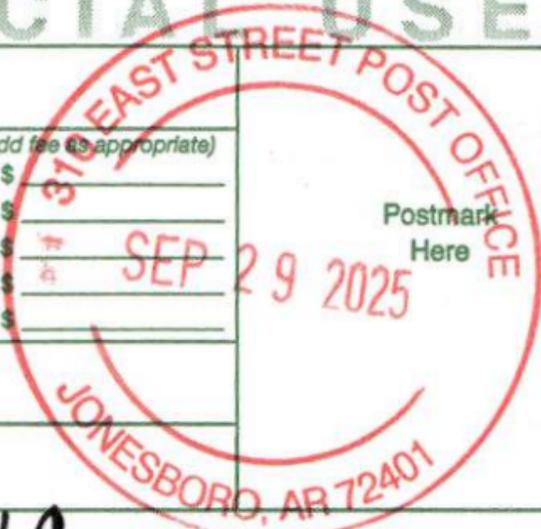
Certified Mail Fee

\$

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

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

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City, State, ZIP+4®

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CitiFirst LLC  
 301 W Washington Ave  
 Jonesboro AR 72401



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

Date: 11-5-2025

To: Tosha Moss

Case #: 255684

Property Address: 224 S McClure  
Jonesboro, AR 72401

APN# 01-144183-13600

Mowing Letter Sent on: 9-29-2025  
Comply by Date: 910-22-2025  
Date of Mowing Service: 10-28-2025

Need to send the following charges to this person.

Property Owner:  
CITIFIRST LLC  
301 W WASHINGTON AVE  
JONESBORO, AR 72401

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

Thank you,

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



AFFIDAVIT

Citifirst LLC

301 W Washington Ave

Jonesboro, AR 72401

RE: 224 S McClure & 234 S McClure

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7<sup>th</sup> day of November, 2025.

Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 7 day of Nov, 25.

BCamp

Notary Public

My commission expires: 9/18/34



255684



DATE	INVOICE NO
11/5/2025	0070038

BILL TO
Citifirst LLC 301 W Washington Ave Jonesboro, AR 72401

DUE DATE
12/11/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 224 S McClure	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 224 S McClure	1.00	200.00	200.00	0.00	0.00	200.00
Mowing and Trimming - 224 S McClure	1.00	60.00	60.00	0.00	0.00	60.00
<b>INVOICE TOTAL:</b>			<b>275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275.00</b>

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Citifirst LLC  
 Customer No: 025070  
 Account No: 0036071 - Code Enforcement Charges - 224 S McClure

DUE DATE	INVOICE NO
12/11/2025	0070038

Please remit payment by the due date to:

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

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

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

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

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

Postmark  
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Postage

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**Total Postage and Fees**

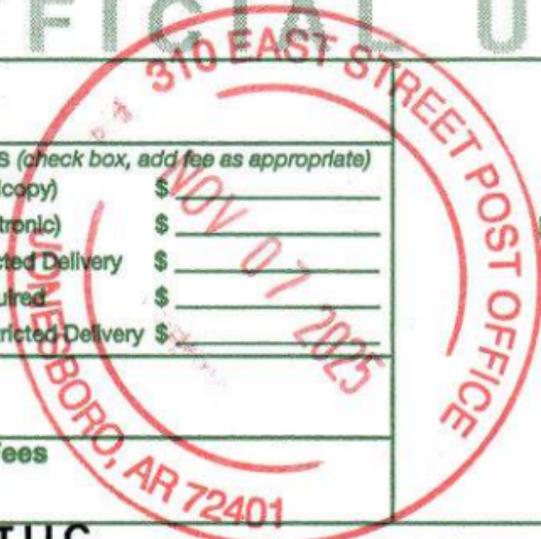
\$

Sent To **CITIFIRST LLC**

Street and No. \_\_\_\_\_  
**301 W WASHINGTON AVE**

City, State \_\_\_\_\_  
**JONESBORO, AR 72401**

**69**



9589 0710 5270 3206 8661 01



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

870-933-4658

AFFIDAVIT

CitiFirst LLC

301 W Washington Ave

Jonesboro, AR 72401

RE: 224 S McClure & 234 S McClure

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 16 day of December, 2025.

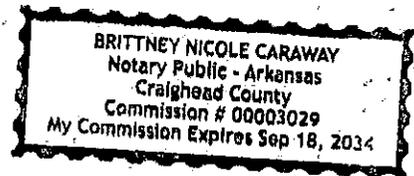
Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 16 day of Dec, 25

Blamy

Notary Public

My commission expires: 9/17/31





Invoice# : 0070039
Case# : 255686

Notice Mailed Prior to 12/16/2025

CitiFirst LLc  
301 W Washington Ave  
Jonesboro, AR 72401

Subject: 234 S McClure Parcel# 01-144183-12700

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

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



Invoice# : 0070038
Case# : 255684

Notice Mailed Prior to 12/16/2025

CitiFirst LLC  
301 W Washington Ave  
Jonesboro, AR 72401

Subject: 224 S McClure Parcel# 01-144183-13600

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

Thank you,

A handwritten signature in black ink, appearing to read "Scott Roper".

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

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- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ \_\_\_\_\_
  - Return Receipt (electronic) \$ \_\_\_\_\_
  - Certified Mail Restricted Delivery \$ \_\_\_\_\_
  - Adult Signature Required \$ \_\_\_\_\_
  - Adult Signature Restricted Delivery \$ \_\_\_\_\_



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Postage

\$ \_\_\_\_\_

Total Postage and Fees

\$ \_\_\_\_\_

Sent To  
CitiFirst LLC  
Street and Apt. No., or PO Box No.  
301 W Washington Ave  
City, State, ZIP+4®  
Jboro AR 72401

9589 0710 5270 3760 1470 43



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:003

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 234 S. MCCLURE, PARCEL 01-144183-12700, OWNED BY CITIFIRST, LLC IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: COLES SUB LOTS 1-2 BLK 4 FLINTS ADD PT LOT 1 45X51

WHEREAS, CITIFIRST, LLC, the owner of record, was properly notified of a code violation at 234 S. McClure, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 28th of October 2026 using city funds in the amount of \$275; and,

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

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

Section 1: The city should proceed with placing a lien on the property located at 234 S. McClure.



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

870-933-4658

AFFIDAVIT

CITIFIRST LLC

301 W WASHINGTON AVE

JONESBORO, AR 72401

RE: 224 S MCCLURE & 234 S MCCLURE

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 29th day of September, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 29th day of September, 2025.

Maria Reendez  
Notary Public



My commission expires: 10 March 2034



## ***Notice of Violation***

09/29/2025

CITIFIRST LLC  
301 W WASHINGTON AVE  
JONESBORO AR 72401

Case #: 255686

In regards to property located at: 234 S MCCLURE, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 10/12/2025. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

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

Section:

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

870-273-2336

Sincerely,

Chris Martin  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403

9589 0710 5270 3206 8653 88

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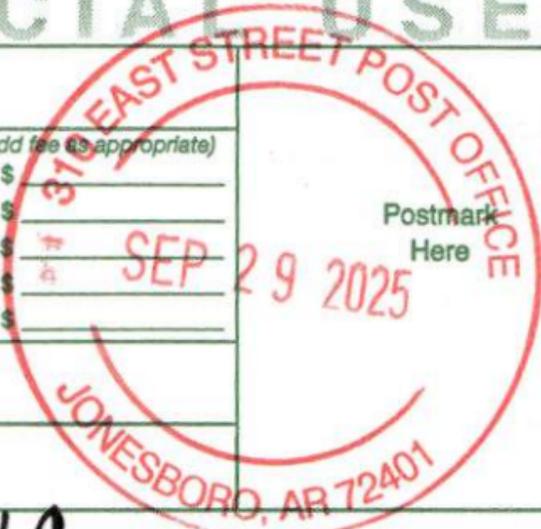
Certified Mail Fee

\$

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

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

Postmark  
Here



Postage

\$

Total Postage and Fees

\$

Sent To

CitiFirst LLC  
 Street and Apt. No., or PO Box No. 301 W Washington Ave  
 City, State, ZIP+4® Jonesboro AR 72401 77





AFFIDAVIT

Citifirst LLC

301 W Washington Ave

Jonesboro, AR 72401

RE: 224 S McClure & 234 S McClure

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7<sup>th</sup> day of November, 2025.

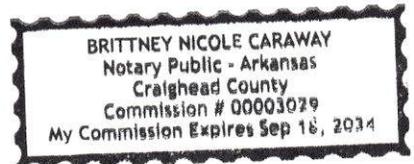
Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 7 day of Nov, 25.

BCamp

Notary Public

My commission expires: 9/18/34



255686



DATE	INVOICE NO
11/5/2025	0070039

BILL TO
Citifirst LLC 301 W Washington Ave Jonesboro, AR 72401

DUE DATE
12/11/2025

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

PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - 234 S McClure	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 234 S McClure	1.00	200.00	200.00	0.00	0.00	200.00
Mowing and Trimming - 234 S McClure	1.00	60.00	60.00	0.00	0.00	60.00

**INVOICE TOTAL: 275.00 0.00 0.00 275.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
12/11/2025	0070039

Customer Name: Citifirst LLC  
 Customer No: 025070  
 Account No: 0036072 - Code Enforcement Charges - 234 S McClure

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

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

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

Invoice Total:	275.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	275.00

**INVOICE BALANCE: \$275.00**  
**AMOUNT PAID: \_\_\_\_\_**

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**OFFICIAL USE**

Certified Mail Fee

\$ \_\_\_\_\_

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

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

Postmark  
Here

Postage

\$ \_\_\_\_\_

**Total Postage and Fees**

\$ \_\_\_\_\_

Sent To **CITIFIRST LLC**

Street and No. \_\_\_\_\_  
**301 W WASHINGTON AVE**

City, State \_\_\_\_\_  
**JONESBORO, AR 72401**

**81**



9589 0710 5270 3206 8661 01



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

870-933-4658

AFFIDAVIT

CitiFirst LLC

301 W Washington Ave

Jonesboro, AR 72401

RE: 224 S McClure & 234 S McClure

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 16 day of December, 2025.

Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 16 day of DEC, 25

Blamy

Notary Public

My commission expires:

9/17/31





Invoice# : 0070039
Case# : 255686

Notice Mailed Prior to 12/16/2025

CitiFirst LLC  
301 W Washington Ave  
Jonesboro, AR 72401

Subject: 234 S McClure Parcel# 01-144183-12700

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

Thank you,

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

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



Invoice# : 0070038
Case# : 255684

Notice Mailed Prior to 12/16/2025

CitiFirst LLC  
301 W Washington Ave  
Jonesboro, AR 72401

Subject: 224 S McClure Parcel# 01-144183-13600

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

Thank you,

A handwritten signature in black ink, appearing to read "Scott Roper".

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

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

CitiFirst LLC  
301 W Washington Ave  
Jboro AR 72401



9589 0710 5270 3760 1470 43



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:004

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 01-144214-13300 ON NELMS, PARCEL 01-144214-13300, OWNED BY STONE PARTNERS, LLC & CSC INVESTMENTS, LLC IN THE AMOUNT OF \$315

LEGAL DESCRIPTION: NELMS ADD LOTS 6, 7 & 8

WHEREAS, STONE PARTNERS, LLC & CSC INVESTMENTS, LLC, the owner of record, was properly notified of a code violation at 01-144214-13300 on Nelms, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 28th of October 2025 using city funds in the amount of \$315; and,

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

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

Section 1: The city should proceed with placing a lien on the property located at 01-144214-13300 on Nelms.



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

870-933-4658

AFFIDAVIT

Stone Partners LLC & CSC Investments LLC

1632 Starling Drive

Jonesboro , Arkansas 72401

RE: Lot next to 1415 Nelms, Parcel # 01-144214-13300

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

Eric Schmett  
Jonesboro Code Enforcement

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

  
Notary Public

My commission expires: 10 March 2034



## ***Notice of Violation***

06/11/2025

Stone Partners LLC & CSC Investments LLC  
1632 Starling Drive  
Jonesboro Arkansas 72401

Case #: 252905

In regards to property located at: Lot next to 1415 Nelms, Parcel # 01-144214-13300, Jonesboro ,  
Arkansas 72401

Our records show that you own the property listed above. We have observed that the whole property needs mowed and trimmed including the ditch. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 06/22/2025. If the issue is not corrected by the date listed, the City will send our contractor to mow and trim the whole property including the ditch, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of [www.jonesboro.org](http://www.jonesboro.org)

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

Section:

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

**30-5 Unsightly or Unsanitary Conditions**

My number is 870-273-2129. Please read last line of this letter carefully.

Sincerely,

A handwritten signature in black ink, appearing to read "Blake Nichols".

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

9589 0710 5270 2238 0425 83

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

Postmark  
Here



Postage

\$ \_\_\_\_\_

Total Postage and Fees

\$ \_\_\_\_\_

Sent To **Stone Partners LLC & CSC Investments LLC**

Street or P.O. Box # **1632 Starling Drive**

City, State, ZIP+4® **Jonesboro, Arkansas 72401**

**89**



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

Date: 11-5-2025

To: Tosha Moss

Case #: 256452

Property Address: Parcel # 01-144214-13300 on Nelms      APN# 01-144214-13300  
Jonesboro, AR 72401

Mowing Letter Sent on: 6-11-2025  
Comply by Date: 6-22-2025  
Date of Mowing Service: 10-28-2025

Need to send the following charges to this person.

Property Owner:  
Stone Partners LLC & CSC Investments LLC  
1632 Starling Drive  
Jonesboro , Arkansas 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$ 15.00
Admin Fees	\$ 200.00
<u>Mowing and trimming</u>	<u>\$ 100.00</u>
Total	\$ 315.00

Thank you,

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



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

870-933-4658

AFFIDAVIT

Stone Partners LLC & CSC Investments LLC

1632 Starling Drive

Jonesboro, AR 72401

RE: Parcel # 01-144214-13300 on Nelms

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7th day of November, 2025.

Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 7 day of Nov, 25.

Notary Public

My commission expires: 9/18/34



256452



DATE	INVOICE NO
11/5/2025	0070041

<b>BILL TO</b>
Stone Partners LLC & CSC Investments LLC 1632 Starling Drive Jonesboro, AR 72401

<b>DUE DATE</b>
12/11/2025

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

PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - Parcel # 01-144214-13300 on Nelms	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - Parcel # 01-144214-13300 on Nelms	1.00	200.00	200.00	0.00	0.00	200.00
Mowing and Trimming - Parcel # 01-144214-13300 on Nelms	1.00	100.00	100.00	0.00	0.00	100.00

**INVOICE TOTAL:                    315.00                    0.00                    0.00                    315.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Stone Partners LLC & CSC Investments  
Customer No: 025071  
Account No: 0036073 - Code Enforcement Charges

DUE DATE	INVOICE NO
12/11/2025	0070041

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

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

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

Invoice Total:	315.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	315.00
<b>INVOICE BALANCE:</b>	<b>\$315.00</b>
<b>AMOUNT PAID:</b>	<hr/>

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

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- Return Receipt (electronic) \$ 0.70
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and Fees

\$

Sent To

STONE PARTNERS LLC & CSC INVESTMENTS  
Street and Apt. No., or PO Box No.

LLC 1632 STARLING DRIVE  
City, State, ZIP+4®

JONESBORO, AR 72401

9589 0710 5270 3206 8660 95



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

870-933-4658

AFFIDAVIT

Stone Partners LLC & CSC Investments LLC

1632 Starling Drive

Jonesboro, AR 72401

RE: 01-144214-13300 on Nelms

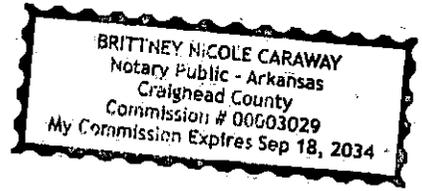
I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 16 day of December, 2025.

Denise Brooks  
Administrative Assistant  
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 16 day of Dec, 25

Blenny  
Notary Public

My commission expires: 9/18/34





Invoice# : 0070041
Case# : 256452

Notice Mailed Prior to 12/16/2025

Stone Partners LLC & CSC Investments LLC  
1632 Starling Drive  
Jonesboro, AR 72401

Subject: 01-144214-13300 on Nelms Parcel# 01-144214-13300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 1/20/2025.

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

You have the right to appear and contest this action.

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

Thank you,

A handwritten signature in black ink, appearing to read "Scott Roper", written over a horizontal line.

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

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

Postmark  
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Postage

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Total Postage and Fees

\$

Sent To

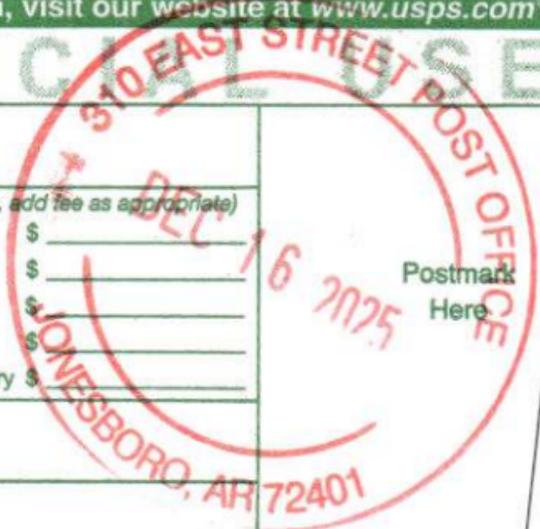
Street and Apt. No., or PO Box No.

1632 Starling Dr  
Jonesboro 72401

City, State, ZIP+4®

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9589 0710 5270 3760 1470 50





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:005

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE BODY WORN CAMERA, VEHICLE CAMERA, AND TASER EQUIPMENT FOR CITY DEPARTMENTS

WHEREAS, the City of Jonesboro, Arkansas currently utilizes Axon Group Inc. for body worn cameras, vehicle cameras and taser equipment for multiple city departments under an agreement that expires in September of 2026; and

WHEREAS; the product and customer service have provided satisfactory results and the city desires to renew its agreement early with Axon Group, Inc, to secure 2025 equipment pricing rates that include upgraded capabilities; and

WHEREAS, it is in the best interest of public safety to extend the relationship with Axon Group Inc. to ensure continuity of services due to the significant investment in the Axon platform without a proven alternative option that provides a similar complement of services.

WHEREAS, said agreement is attached hereto and the terms set out therein; and

WHEREAS, the money for said agreement is budgeted in the FY2026 budget and remains unchanged from last year with annual increases over the 5-year contract; and

WHEREAS, the contract includes the ability for the city to terminate the agreement annually if a funding appropriation is not approved in the city budgeting process.

WHEREAS, there is no requirement to bid this agreement because Axon Group Inc. is on the NASPO state contract list.

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

SECTION ONE: The Agreement with Axon Group, Inc. to provide body worn cameras, vehicle cameras and Taser equipment and services is hereby approved.

SECTION TWO: Funding for the 2026 agreement schedule is included in the FY2026 budget and

funding allotment for future years is subject to council consideration.

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



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

Q-703534-46008AL

Issued: 12/17/2025

Quote Expiration: 12/29/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 106758

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Jonesboro Police Department - AR 1001 S Caraway Rd Jonesboro, AR 72401-4404 USA	Jonesboro Police Department - AR 1001 S Caraway Rd Jonesboro AR 72401-4404 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Eduardo Carreras Phone: Email: <a href="mailto:ecarreras@axon.com">ecarreras@axon.com</a> Fax:	Karen Oldham Phone: 8709334696 Email: <a href="mailto:kjoldham@jonesboro.org">kjoldham@jonesboro.org</a> Fax: \--

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$5,562,174.80</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$5,749,999.04</b>

**Discount Summary**

Average Savings Per Year	\$351,816.99
<b>TOTAL SAVINGS</b>	<b>\$1,759,084.97</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Mar 2026	\$826,349.93	\$36,445.45	\$862,795.38
Mar 2027	\$1,005,860.71	\$32,151.91	\$1,038,012.62
Mar 2028	\$1,111,139.73	\$35,517.16	\$1,146,656.89
Mar 2029	\$1,226,946.64	\$39,218.86	\$1,266,165.50
Mar 2030	\$1,391,877.79	\$44,490.86	\$1,436,368.65
<b>Total</b>	<b>\$5,562,174.80</b>	<b>\$187,824.24</b>	<b>\$5,749,999.04</b>

Quote Unbundled Price: \$7,373,654.10  
 Quote List Price: \$6,504,735.90  
 Quote Subtotal: \$5,562,174.80

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$71,549.51	\$71,549.51	\$0.00	\$71,549.51
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$241,310.85	\$241,310.85	\$20,511.42	\$261,822.27
Fleet3B	Fleet 3 Basic	134	60	\$184.05	\$166.82	\$150.15	\$1,207,206.00	\$47,142.98	\$1,254,348.98
M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	60	\$279.09	\$227.49	\$207.24	\$2,797,740.00	\$110,834.69	\$2,908,574.69
B00031	OSP-UNLIMITED	35	60	\$173.16	\$157.07	\$157.07	\$329,847.00	\$9,335.15	\$339,182.15
<b>A la Carte Hardware</b>									
H00002	AB4 Multi Bay Dock Bundle	33			\$3,233.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	260			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	60		\$64.01	\$0.89	\$7,123.44	\$0.00	\$7,123.44
100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	60		\$1.08	\$1.08	\$16,848.00	\$0.00	\$16,848.00
73739	AXON PERFORMANCE - LICENSE	260	60		\$10.85	\$10.85	\$169,260.00	\$0.00	\$169,260.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	60		\$10.85	\$10.85	\$169,260.00	\$0.00	\$169,260.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	60		\$10.85	\$10.85	\$169,260.00	\$0.00	\$169,260.00
73618	AXON COMMUNITY REQUEST	260	60		\$10.85	\$10.85	\$169,260.00	\$0.00	\$169,260.00
ProLicense	Pro License Bundle	10	60		\$48.82	\$48.75	\$29,250.00	\$0.00	\$29,250.00
<b>A la Carte Services</b>									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	60		\$10.85	\$10.85	\$169,260.00	\$0.00	\$169,260.00
<b>Total</b>							<b>\$5,562,174.80</b>	<b>\$187,824.24</b>	<b>\$5,749,999.04</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	7	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	260	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	286	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	286	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	286	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	29	1	03/01/2026

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	33	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	33	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	225	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	9	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	3380	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1580	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	225	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	7	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	225	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	9	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101886	SIGNAL SENSOR	225	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	45	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	225	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	450	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	03/01/2026
Fleet 3 Basic	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	134	1	03/01/2026
Fleet 3 Basic	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	134	1	03/01/2026
Fleet 3 Basic	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	134	1	03/01/2026
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	134	1	03/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	03/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	134	1	03/01/2026
OSP-UNLIMITED	101886	SIGNAL SENSOR	35	1	03/01/2026
OSP-UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	70	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1130	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1120	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	232	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	28	1	09/01/2028
OSP-UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	09/01/2028
OSP-UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1130	1	03/01/2029

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1120	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	232	1	03/01/2031
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	28	1	03/01/2031
OSP-UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	03/01/2031
OSP-UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	03/01/2031

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2250	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	225	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	225	04/01/2026	03/31/2031
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	134	04/01/2026	03/31/2031
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	268	04/01/2026	03/31/2031
OSP-UNLIMITED	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	35	04/01/2026	03/31/2031
OSP-UNLIMITED	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	35	04/01/2026	03/31/2031
OSP-UNLIMITED	73638	AXON STANDARDS - LICENSE	35	04/01/2026	03/31/2031
OSP-UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	350	04/01/2026	03/31/2031
OSP-UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	35	04/01/2026	03/31/2031
OSP-UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	35	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	04/01/2026	03/31/2031
A la Carte	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	04/01/2026	03/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	04/01/2026	03/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	260	04/01/2026	03/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	04/01/2026	03/31/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	260	04/01/2026	03/31/2031
A la Carte	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	04/01/2026	03/31/2031
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	04/01/2026	03/31/2031

## Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	225
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	225
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	134
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	225	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	225	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	45	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	225	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	7	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	28	03/01/2027	03/31/2031
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	134	03/01/2027	03/31/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	03/01/2027	03/31/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	134	03/01/2027	03/31/2031
OSP-UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	35	03/01/2027	03/31/2031
OSP-UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	03/01/2027	03/31/2031

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1001 S Caraway Rd	Jonesboro	AR	72401-4404	USA
2	1001 S Caraway Rd	Jonesboro	AR	72401-4404	USA

## Payment Details

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$241,310.85	\$20,511.42	\$261,822.27
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$71,549.51	\$0.00	\$71,549.51
Upfront Hardware and Services	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$3,000.00	\$0.00	\$3,000.00
Upfront Hardware and Services	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Year 1	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	\$1,604.52	\$0.00	\$1,604.52
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	\$16,119.46	\$0.00	\$16,119.46
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	\$16,119.46	\$0.00	\$16,119.46
Year 1	73618	AXON COMMUNITY REQUEST	260	\$16,119.46	\$0.00	\$16,119.46
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	\$16,119.46	\$0.00	\$16,119.46
Year 1	73739	AXON PERFORMANCE - LICENSE	260	\$16,119.46	\$0.00	\$16,119.46
Year 1	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	\$0.00	\$0.00	\$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	\$678.40	\$0.00	\$678.40
Year 1	B00031	OSP-UNLIMITED	35	\$31,412.97	\$889.04	\$32,302.01
Year 1	Fleet3B	Fleet 3 Basic	134	\$114,968.19	\$4,489.66	\$119,457.85
Year 1	H00001	AB4 Camera Bundle	260	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	33	\$0.00	\$0.00	\$0.00
Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$266,442.57	\$10,555.33	\$276,997.90
Year 1	ProLicense	Pro License Bundle	10	\$2,785.62	\$0.00	\$2,785.62
<b>Total</b>				<b>\$826,349.93</b>	<b>\$36,445.45</b>	<b>\$862,795.38</b>

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	\$3,237.62	\$0.00	\$3,237.62
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	\$32,526.13	\$0.00	\$32,526.13
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	\$32,526.13	\$0.00	\$32,526.13
Year 2	73618	AXON COMMUNITY REQUEST	260	\$32,526.13	\$0.00	\$32,526.13
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	\$32,526.13	\$0.00	\$32,526.13
Year 2	73739	AXON PERFORMANCE - LICENSE	260	\$32,526.13	\$0.00	\$32,526.13
Year 2	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	\$0.00	\$0.00	\$0.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	\$1,368.89	\$0.00	\$1,368.89
Year 2	B00031	OSP-UNLIMITED	35	\$63,385.59	\$1,793.89	\$65,179.48
Year 2	Fleet3B	Fleet 3 Basic	134	\$231,984.73	\$9,059.30	\$241,044.03

**Mar 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00001	AB4 Camera Bundle	260	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	33	\$0.00	\$0.00	\$0.00
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$537,632.36	\$21,298.72	\$558,931.08
Year 2	ProLicense	Pro License Bundle	10	\$5,620.87	\$0.00	\$5,620.87
<b>Total</b>				<b>\$1,005,860.71</b>	<b>\$32,151.91</b>	<b>\$1,038,012.62</b>

**Mar 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	\$3,576.49	\$0.00	\$3,576.49
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	\$35,930.50	\$0.00	\$35,930.50
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	\$35,930.50	\$0.00	\$35,930.50
Year 3	73618	AXON COMMUNITY REQUEST	260	\$35,930.50	\$0.00	\$35,930.50
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	\$35,930.50	\$0.00	\$35,930.50
Year 3	73739	AXON PERFORMANCE - LICENSE	260	\$35,930.50	\$0.00	\$35,930.50
Year 3	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	\$0.00	\$0.00	\$0.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	\$1,512.16	\$0.00	\$1,512.16
Year 3	B00031	OSP-UNLIMITED	35	\$70,019.88	\$1,981.66	\$72,001.54
Year 3	Fleet3B	Fleet 3 Basic	134	\$256,265.56	\$10,007.51	\$266,273.07
Year 3	H00001	AB4 Camera Bundle	260	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	33	\$0.00	\$0.00	\$0.00
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$593,903.95	\$23,527.99	\$617,431.94
Year 3	ProLicense	Pro License Bundle	10	\$6,209.19	\$0.00	\$6,209.19
<b>Total</b>				<b>\$1,111,139.73</b>	<b>\$35,517.16</b>	<b>\$1,146,656.89</b>

**Mar 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	\$3,949.25	\$0.00	\$3,949.25
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	\$39,675.30	\$0.00	\$39,675.30
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	\$39,675.30	\$0.00	\$39,675.30
Year 4	73618	AXON COMMUNITY REQUEST	260	\$39,675.30	\$0.00	\$39,675.30
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	\$39,675.30	\$0.00	\$39,675.30
Year 4	73739	AXON PERFORMANCE - LICENSE	260	\$39,675.30	\$0.00	\$39,675.30
Year 4	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	\$0.00	\$0.00	\$0.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	\$1,669.77	\$0.00	\$1,669.77
Year 4	B00031	OSP-UNLIMITED	35	\$77,317.61	\$2,188.19	\$79,505.80
Year 4	Fleet3B	Fleet 3 Basic	134	\$282,974.47	\$11,050.53	\$294,025.00
Year 4	H00001	AB4 Camera Bundle	260	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	33	\$0.00	\$0.00	\$0.00
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$655,802.71	\$25,980.14	\$681,782.85
Year 4	ProLicense	Pro License Bundle	10	\$6,856.33	\$0.00	\$6,856.33
<b>Total</b>				<b>\$1,226,946.64</b>	<b>\$39,218.86</b>	<b>\$1,266,165.50</b>

**Mar 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	260	\$4,480.12	\$0.00	\$4,480.12
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	260	\$45,008.61	\$0.00	\$45,008.61
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	260	\$45,008.61	\$0.00	\$45,008.61
Year 5	73618	AXON COMMUNITY REQUEST	260	\$45,008.61	\$0.00	\$45,008.61
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	260	\$45,008.61	\$0.00	\$45,008.61
Year 5	73739	AXON PERFORMANCE - LICENSE	260	\$45,008.61	\$0.00	\$45,008.61

**Mar 2030**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	21	\$0.00	\$0.00	\$0.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	134	\$1,894.22	\$0.00	\$1,894.22
Year 5	B00031	OSP-UNLIMITED	35	\$87,710.96	\$2,482.37	\$90,193.33
Year 5	Fleet3B	Fleet 3 Basic	134	\$321,013.05	\$12,535.98	\$333,549.03
Year 5	H00001	AB4 Camera Bundle	260	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	33	\$0.00	\$0.00	\$0.00
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	225	\$743,958.40	\$29,472.51	\$773,430.91
Year 5	ProLicense	Pro License Bundle	10	\$7,777.99	\$0.00	\$7,777.99
<b>Total</b>				<b>\$1,391,877.79</b>	<b>\$44,490.86</b>	<b>\$1,436,368.65</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Ratification. This Agreement is subject to approval and ratification by the Jonesboro City Council. If the Agreement is not approved and ratified by the Jonesboro City Council, then the City may terminate the Agreement pursuant to Section 17.3 of the MSPA or terms of this Quote.

ACEIP: The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-329712, Q-376269, Q-402572, Q-410587, Q-435375, Q-469702, Q-524022, Q-630290, Q-730217

Agency is terminating those contracts effective 4/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$312,860.36

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

## Exceptions to Standard Terms and Conditions

**Non-Appropriation.** If sufficient funds are not appropriated or otherwise legally available to pay the fees under this Quote, or if Customer does not receive anticipated grant funding intended to support this purchase, then Customer can terminate this Quote under this clause. The Customer shall provide Axon written notice of termination immediately upon receiving notice of non-appropriation but in no event later than January 29, 2026. Only if terminating under this clause, the Customer may return Axon Devices to Axon within 30 days of termination. If Customer returns such Axon Devices within the such period, Axon will not invoice the Customer for the remaining MSRP value of Axon Devices. The Customer remains responsible for the fees for any Services or Subscriptions utilized prior to termination.

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Signature

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Date Signed

12/17/2025





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:001

**Agenda Date:** 1/20/2026

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY PAULA THOMPSON

WHEREAS, the owner of certain real property located at 2620 Alexander, Jonesboro, Arkansas, has filed a request to rezone said property from R-1 Single Family Medium Density District to C-3 General Commercial District; and

WHEREAS, the Metropolitan Area Planning Commission has reviewed said request and, after due consideration, has recommended approval of the proposed rezoning; and

WHEREAS, the proposed rezoning is consistent with the City of Jonesboro's adopted long-range land use plan and is deemed appropriate for the orderly growth and development of the City; and

WHEREAS, the City Council finds that the requested zoning change promotes the public health, safety, and welfare of the citizens of Jonesboro;

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

SECTION 1. That Chapter 117, Article III of the Code of Ordinances of the City of Jonesboro, Arkansas, be amended so as to change the zoning classification of the following described property:

FROM: **R-1 Single Family Medium Density District**  
TO: **C-3 General Commercial District**

SECTION 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. That this ordinance shall take effect immediately upon its passage and publication as provided by law.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 10/28/25 Date Received: 10/1/25  
Meeting Deadline: \_\_\_\_\_ Case Number: \_\_\_\_\_

**LOCATION:** 2620  
Site Address: ~~2600~~ Alexander, Jonesboro AR 72401  
Side of Street: \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_  
Quarter: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

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

**SITE INFORMATION:** R-1  
Existing Zoning: Residential Proposed Zoning: C3  
Size of site (square feet and acres): 237,288 sq ft Street frontage (feet): 819.33  
5.45 acres

Existing Use of the Site: Vacant Land

Character and adequacy of adjoining streets: Adjoining existing commercial development

Does public water serve the site? yes

If not, how would water service be provided? NA

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? NA

Use of adjoining properties:

North Residential

South Highway

East Residential

West Commercial

Physical characteristics of the site: Vacant land

Characteristics of the neighborhood: NA

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

**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- (6). How would the proposed rezoning be in the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

**OWNERSHIP INFORMATION:**

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

**Owner of Record:**

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Paula Thompson  
 Address: 1908 Catharine  
 City, State: Jonesboro AR ZIP 72401  
 Telephone: 870-926-8855  
 Facsimile: N/A  
 Signature: Paula Thompson

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: Dustin White  
 Address: 202 E Washington Ave  
 City, State: Jonesboro AR ZIP 72401  
 Telephone: 870-219-2858  
 Facsimile: N/A  
 Signature: [Handwritten Signature]

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

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



**(1) How was the property zoned when the current owner purchased it?**

The property was zoned for residential use at the time of purchase.

**(2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?**

The purpose of this rezoning request is to bring the property into alignment with the *City of Jonesboro's Comprehensive Plan and Future Land Use Plan*, which designate this tract for commercial development. Rezoning is necessary to allow for appropriate and orderly growth, provide additional opportunities for economic development, and avoid land use conflicts that arise when properties are left under residential zoning despite being identified for commercial use in the city plan.

**(3) If rezoned, how would the property be developed and used?**

The property is intended for commercial use, consistent with the city's land use plan. Potential development may include retail, office, service-oriented businesses, or mixed commercial uses that will serve surrounding neighborhoods and the broader community.

**(4) What would be the density or intensity of development?**

At this time, the precise intensity will depend on end-user demand and development plans. The intent is to provide commercial square footage that is compatible with adjacent uses and infrastructure capacity, while remaining consistent with development standards set by the city.

**(5) Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?**

Yes. The rezoning request is fully consistent with both the Jonesboro Comprehensive Plan and the Future Land Use Plan, both of which designate this tract for commercial use.

**(6) How would the proposed rezoning be in the public interest and benefit the community?**

Rezoning will provide space for commercial services that benefit surrounding neighborhoods, create new job opportunities, expand the city's tax base, and support orderly growth consistent with the adopted city plan. It will also provide residents convenient access to goods and services.

**(7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?**

The tract fronts Alexander Drive and is adjacent to or near other commercially zoned and developed properties. Rezoning this property is compatible with existing development patterns and will create a logical transition between residential areas and higher-intensity uses.

**(8) Are there substantial reasons why the property cannot be used in accordance with existing zoning?**

Yes. While the property is zoned residential, its location, size, and designation in the city's Future Land Use Plan make residential development inconsistent with long-term growth objectives. Residential development would underutilize the site and potentially create conflicts as the surrounding area continues to develop commercially.

**(9) How would the proposed rezoning affect nearby property including property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property?**

The proposed rezoning is expected to enhance surrounding property values by introducing new commercial opportunities and amenities. Development will comply with all city regulations regarding traffic, drainage, utilities, landscaping, and design, which will mitigate potential impacts related to traffic, lighting, or noise.

**(10) How long has the property remained vacant?**

The property has never been developed.

**(11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?**

The property is already located within the city's service area, with access to existing utilities and public services. Any future development will be subject to city review and approval processes to ensure adequate capacity for utilities, traffic, and emergency services.

**(12) If the rezoning is approved, when would development or redevelopment begin?**

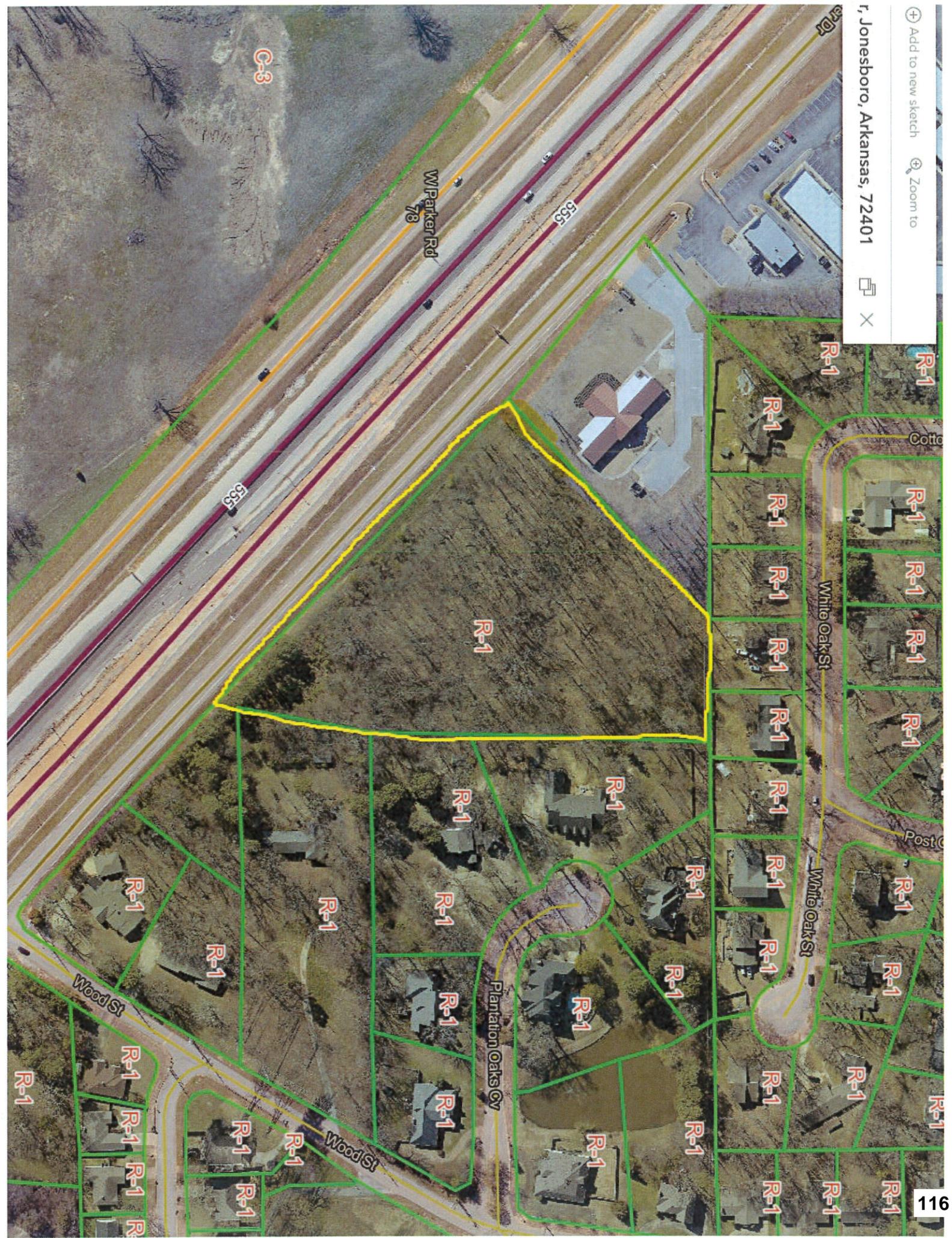
The applicant anticipates marketing the site for development promptly upon rezoning approval.

**(13) How do neighbors feel about the proposed rezoning?**

No formal neighborhood meetings have been held at this time. Because the rezoning request is consistent with the City of Jonesboro Comprehensive Plan and Future Land Use Plan, we anticipate that neighboring property owners will recognize the appropriateness of the request. The applicant is willing to meet with neighbors and address any questions or concerns as part of the rezoning review process.

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

N/A — this request is for standard commercial zoning consistent with the Future Land Use Plan.





**CITY OF JONESBORO  
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1<sup>st</sup> Floor, Jonesboro, Arkansas, on:

**TUESDAY, Oct 28, 2025 AT 5:30 PM**

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: Dustin White  
DATE: 10-1-25  
SUBJECT PROPERTY ADDRESS: 2100 Alexander, Jonesboro AR 72401  
DESCRIPTION OF REZONING REQUESTED: From residential to C3  
R-1 to C-3

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

\_\_\_\_\_  
Printed Name of Property Adjacent Owner (Signature) Date

\_\_\_\_\_  
Address Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

## NOTICE OF INTENT TO REZONE

The property owners have requested the Jonesboro Planning Commission to set a public hearing date to consider rezoning the following property from Residential to Commercial.

The common description of the property is: 2620 Alexander Dr, Jonesboro AR 72401.

The public hearing will be held on January 13th 2026. The hearing will be held at the Jonesboro City Hall / Planning Department, located at 300 S. Church Street, Jonesboro, AR 72401.

This notification is provided in accordance with the requirement that all property owners within 200 feet of the subject property be notified.

For additional information, contact the Jonesboro Planning Department at (870) 933-1041.

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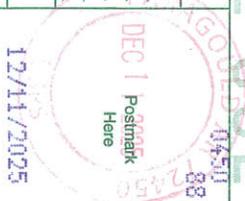
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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 26-02**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on January 13, 2026***

**REQUEST:** To consider a rezoning of 2620 Alexander Dr, Jonesboro

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “C-3” general commercial district

**APPLICANT:** **Dustin White**

**LOCATION:** 2620 Alexander Dr

**SITE DESCRIPTION:** **Total Size:** Approx. 5.45 Acres- 237,288 S.F.  
**Street Frontage:** Approx. 819.33 ft along Warren St

**Existing Development:** Circa 2002, and 2003 this site was designed and approved as a subdivision. An unusual set of circumstances occurred and a portion of the development started, though there was never enough completed to apply for any building permits.

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Residential</b>
<b>South</b>	<b>Highway</b>
<b>East</b>	<b>R-1 – Residential</b>
<b>West</b>	<b>C-3 –Commercial</b>

**HISTORY:**

**ZONING ANALYSIS:**

*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

**Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **High Intensity Residential**.

**High Intensity:**

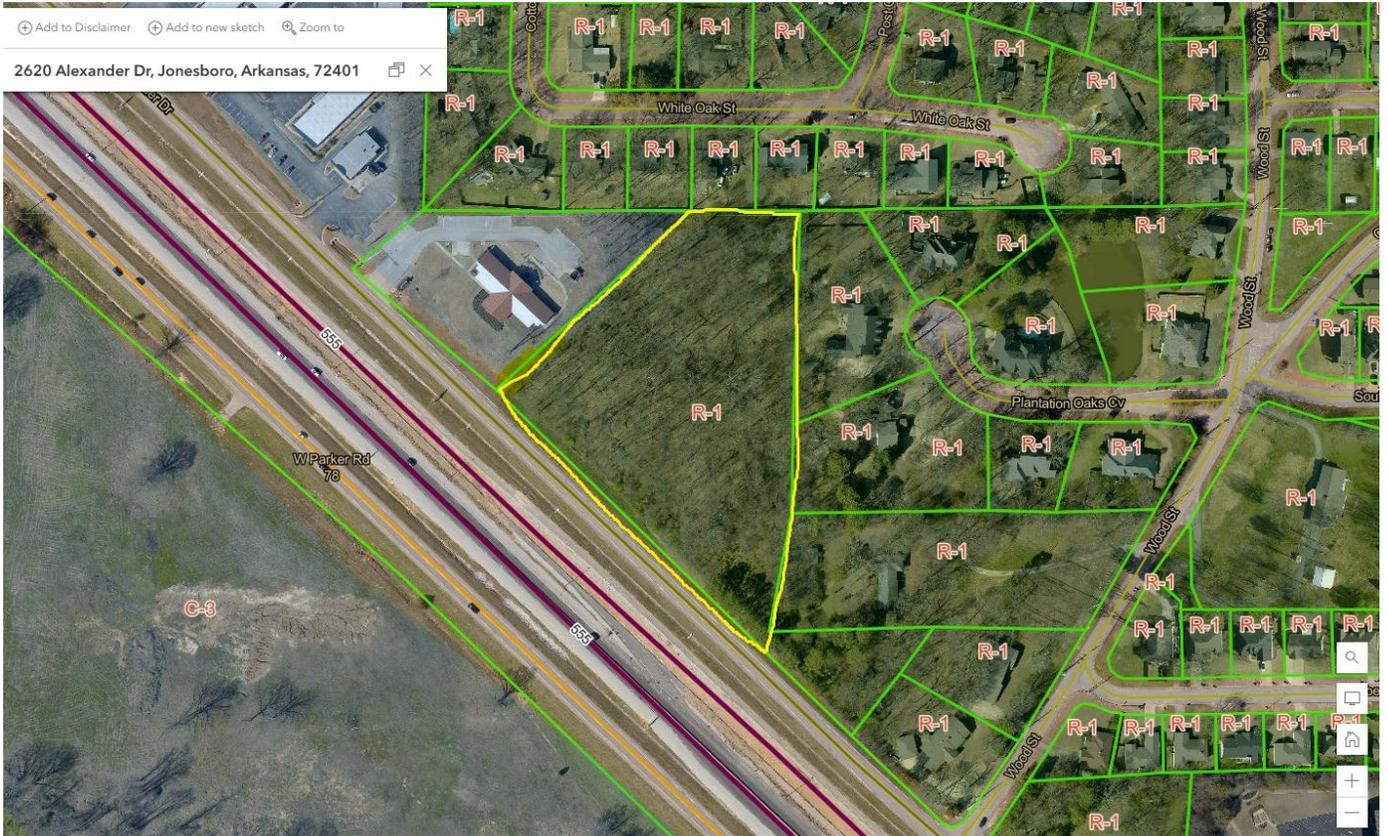
A wide range of land uses is appropriate in the high intensity zone, from multifamily to fast food to class A office space to outdoor display, highway oriented businesses like automotive dealerships, because they will be located in area where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

- Multi Family Residential
- Regional Shopping Centers
- Automotive Display/ Retail
- Fast Food Restaurants
- Service Stations
- Commercial and Office
- Call centers
- Research and Development
- Bank
- Big box commercial
- Hotel

Density: Multi family 8-14 Dwelling Units Per Acre

Height: 10 stories



*Land Use Map*

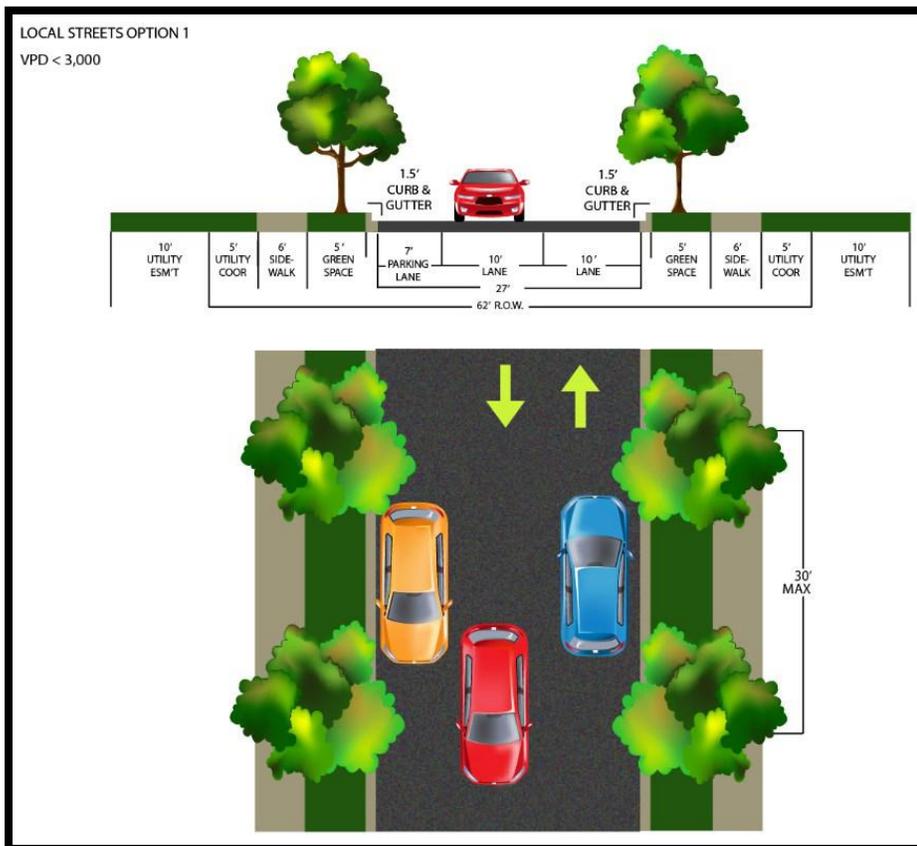
## Master Street Plan/Transportation

The subject property will be served by Warren St. The Master Street Plan classifies Warren as a Local Street.

**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



**Approval Criteria- Chapter 117 - Amendments:**

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

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the High Intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

## **Staff Findings:**

### **Applicant's Purpose**

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow General Commercial at this location.

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

### **Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:**

*C3- General Commercial District.*

#### *General description.*

The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

**Departmental/Agency Reviews:**

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-02 ; a request to rezone property “R-1”, single family High intensity district, to “C-3” General Commercial District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 26-02 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family high intensity district, to “C-3” General Commercial, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

## 7. Rezoning

### RZ-26-01

#### **Rezoning: 1306 Charles Dr**

The Applicant Weston Wagner is requesting a rezoning of the property 1306 Charles Dr from R-1 Single Family to RS-7 Single Family Residential

Lonnie Roberts (Chair): Do we have the applicant for this rezoning?

Weston Wagner (Proponent): Weston Wagner, and I own 1306 Charles Drive, I am requesting a rezoning from a R-1 to a RS-7 it is staying residential and I am trying to build two single family homes on this lot. The reason I'm trying to go from R-1 to RS-7 is because my front width is about 104 to 105 foot, which puts me at about a 52 frontage and in R-1, I would need a 60 foot frontage. RS-7 would give me a 50 foot frontage which would allow me to put two homes on this. I have emailed Carol about it and there is a new bill that came out, it's house bill 1503 which allows a secondary and adu on any residential property. So, I can take a property as is, as a R-1 lot and build two structures on it, which would be one house of whatever size I went with. And the other house could be up to 1,000 Sq Ft. So I could build two houses on it right now, one would just be limited square footage and the other one could be any size. But I would like them both to be similar in size roughly around the 1500 sq foot mark.

Lonnie Roberts: Okay, city planner do you have any staff comments to add to this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Alright, and with this rezoning request is there anyone here with public comments for the rezoning request at 1306 Charles Dr? Hearing none, I'll open up for commissioner comments or questions, for the city staff or applicant.

Dennis Zolper (Commission): Zolper move that we accept the rezoning request with the conditions.

Jim Little (Commission): Little, second.

**A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (6): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Stephanie Nelson

Nay (0):

Absent (2): Monroe Pointer, Paul Ford

**RZ-26-02**

**Rezoning: 2620 Alexander Dr**

The Applicant Dustin White is requesting a rezoning of the property 2620 Alexander Dr from R-1 Single Family to C-3 General Commercial District

Lonnie Roberts (Chair): Do we have the proponent for this item?

Dustin White (Proponent): Thank you, Mr. Chairman I am Dustin White. I'm here on behalf of the property owner to speak and support this rezoning request. This rezoning request aligns with the city's adopted long term land use plan. And the direction that the city has already established for this area. There is no specific use being proposed at this time, this request is strictly about zoning alignment. Any future development would still go through the city's normal site plan review and so forth.

Lonnie Roberts: Okay, city planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Okay, now with this rezoning request is there anyone here with public comments? If you would come up and state your name for the record.

Sheryl Rogers (Public): My name is Sheryl Rogers, I live at 2815 Wood Street, which on the corner right down from the proposed rezoning property is. I don't know if I'm opposed to it, this says its in use with the projected land use for the city of Jonesboro, that may be I don't know. But the concern that I would raise and maybe other people would raise who live close to or adjacent to that property and the neighborhood would be the use. So, this is for general commercial use and we have been down this road before with some property across the street from us several years ago. And that property was submitted with a limited use overlay. That was rejected by the city council and it remained residential property. So, at this point in time, I am

speaking for at least the neighbors that I have talked to and who might have a concern with this, is the general commercial property. Also I was looking for today, the city plan for projected use with open spaces and the appearance of people driving, this is a high intensity area because it's right next to I-55, but from people driving through the area and impression they have in the area. So, we would be concerned about what would go there, the type of business that would go there and the appearance of it. Not only for the city but for our neighborhood as well. The commercial property that is already there, looks very nice. And I think that we would be concerned with any projected use as far as what would go there. And how it would impact both the residential area and the appearance of that area. Those are my comments, thank you.

Lonnie Roberts: Thank you for your comments. Is there anyone else who would like to add to those comments? Okay, I'll open up for any commissioners questions.

Dennis Zolper (Commission): Wouldn't it be good to tell the lady that we consider uses in rezoning. Is that something we can take into consideration?

Carol Duncan (City Attorney): You can't ask what the use is going to be, now you could consider a limited use overlay if that was something that was proposed. At that point you can eliminate certain uses, but if you just have a general commercial or C-3, you can't ask what the intent is to use the property for. That 's where the LUO that she was referencing comes in.

Derrel Smith: The property is in the overlay district though, so there is some design standards for commercial properties in the overlay district. It would have to be 80 percent brick, masonry, or stone. It'd have additional landscaping requirements, smaller signage requirements. There will be lighting limitations because it does bump up to the residential area, so that's already in our codes that we can control that.

Dennis Zolper: I think that's good.

### **Unable to transcribe**

Derrel Smith: There's a minimum of 25 feet from commercial to residential.

Lonnie Roberts: Any other questions commissioners? Any other concerns?

Jeff Steiling (Commission): Mr. White, would your owner consider leaving a wooded buffer, like a 30 foot buffer between the property and the residential properties that butt it?

Dustin White: As opposed to the 25 foot?

Jeff Steiling: Yeah, 25 to 30 foot is what I was thinking, and would they consider submitting a limited use overlay that might be more appealing to the neighbors?

Dustin White: I can't speak for them, I think that they're reasonable folks but ultimately the zoning aligns with what the city's long term use plan is and we're really just trying to get in alignment with that.

Lonnie Roberts: So, Jeff about the barrier, are you saying leave it untouched or, is that something that we can stipulate on a rezoning request?

Jeff Steiling: Yeah, I'm thinking leave it wooded as it is now, a buffer between and maybe it's the 25 foot that's already a requirement but.

Lonnie Roberts: So, can we make that a stipulation?

Derrel Smith: Yes.

Jeff Steiling: Can we stipulate a limited use overlay or do they have to propose that?

Derrel Smith: Unless you're prepared to table it and go back through, I don't think you can make them, that's not what they requested, so I don't think you can make them do that.

Lonnie Roberts: I mean, he's asking for a general C-3, we can't force him to change it, at this time.

Jeff Steiling: Would you be interested in tabling it and coming back with a limited use overlay?

Dustin White: I don't think so at this time. We don't have a specific use in mind.

Jeff Steiling: I guess that would be more eliminating potential uses, not necessarily choosing a use, but eliminating uses that might make these neighbors feel more at ease.

Dustin White: We're not interested in tabling it for now.

Lonnie Roberts: So, are we making the 25 foot untouched barrier?

Derrel Smith: Along, the residential property.

Lonnie Roberts: Along the residential property, yes. Is that agreeable to you Dustin?

Dustin White: Yeah, sounds good.

Lonnie Roberts: So, add that as a stipulation? Okay. Any other questions from the commissioners? Anyone ready to make a motion?

Dennis Zolper: Make a motion to approve the rezoning with the stipulations.

Lonnie Roberts: I have a motion on the floor, do I hear a second?

Jimmy Cooper: Cooper, second.

**A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (4): Dennis Zolper, Jim Little, Jimmy Cooper, Kevin Bailey

Nay (2): Jeff Steiling, Stephanie Nelson

Absent (2): Monroe Pointer, Paul Ford

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Detail:  
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Proof of Publication 2620 Alexander (R-1 - C-3) 188.50

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Total 188.50

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Change 11.50

Paula Thompson  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:002

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**Agenda Date:** 1/20/2026

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

### AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

WHEREAS, Monarca's Mexican Restaurant, LLC has applied for a private club permit to be located at 2704 Alexander Drive, Jonesboro, Arkansas; and

WHEREAS, Monarca's Mexican Restaurant, LLC desires to receive approval for a private club to be located at 2704 Alexander Drive, Jonesboro, Arkansas; and

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

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

Monarca's Mexican Restaurant, LLC's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2704 Alexander Drive, Jonesboro, Arkansas.



# City of Jonesboro Private Club Review and Conditions Form

Date 1-14-26

Address 2704 Alexander Dr.

Applicant on Behalf of Club Maria Huanes

Home Address 4303 Aggie Rd. Apt. 82 Jonesboro, AR 72403

Business Name Monarca's Mexican Restaurant

Business Address 2704 Alexander Dr. Jonesboro AR

### City of Jonesboro official use below this:

#### Police Department:

Has any member been convicted of a felony? Yes \_\_\_\_\_ No X  
If yes, How many years since conviction? \_\_\_\_\_

Comments: \_\_\_\_\_

Approve? Yes X No \_\_\_\_\_ Signature Chief of Police [Signature]

#### Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel \_\_\_\_\_  
Hours of Operation? \_\_\_\_\_  
Copy of menu for food service? Yes \_\_\_\_\_ No X  
Zoning C-5

Approve? Yes X No \_\_\_\_\_ Signature Planning Director [Signature]

#### City Clerk:

Date received \_\_\_\_\_  
Date entered in Legistar \_\_\_\_\_

#### City Council Action

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

# HUNTER LAW FIRM, P.A.

Attorneys at Law  
514 W. Washington - P.O. Box 926  
Jonesboro, AR 72401

Scott Hunter  
Scott Hunter, Jr.

Phone: 870-932-7800  
Fax: 870-932-2497

January 8, 2026

***Via Hand Delivery***

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

**Re: Monarca's Mexican Restaurant; Application for Alcohol Permit**

To Whom This May Concern:

Enclosed please find an Application for Alcohol Permit for Monarch's Mexican Restaurant, as well as a check for \$250.00 for the application fee to be paid to the City Collector's Office.

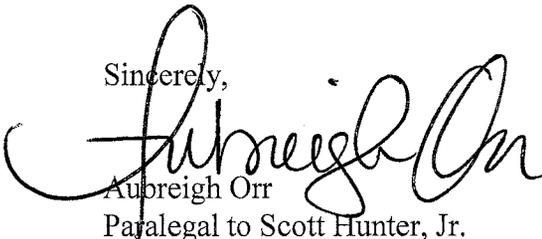
Please find the additional requested information below:

Incorporator/Organizer- Maria Huantes; Julio Moreno is listed as a member/manager, but does not make any decisions for the restaurant; therefore, an "authority to release" is not included for him.

Monarcha's Mexican Restaurant is located at 2704 Alexander Drive, Jonesboro, AR 72401. A copy of the requested lease is included for your records.

If you require anything in addition to the included and requested information, please do not hesitate to let me know. Thank you!

Sincerely,



Aubreigh Orr  
Paralegal to Scott Hunter, Jr.

/ano

CITY OF JONESBORO

APPLICATION FOR ALCOHOL PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises.

NAME OF ENTITY Monarca's Mexican Restaurant, LLC FEIN # \_\_\_\_\_

APPLICANT NAME Maria Huantes  
First Middle Last

HOME ADDRESS 4303 Aggie Rd, Apt 82, Jonesboro, AR 72405  
Street City Zip County Craighead

BUSINESS NAME Monarca's Mexican Restaurant

BUSINESS ADDRESS 2704 Alexander Dr., Jonesboro, AR 72401  
Street City Zip County Craighead

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

Sai Real Estate, LLC ; 3320 Flemon, Jonesboro, AR 72404

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

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

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

Give names and addresses of all owners/principals listed with the Arkansas Secretary of State:

NAME	TITLE	ADDRESS
Maria Huantes	Incorporator/ organizer	4303 Aggie Rd, Apt 82 Jonesboro, Ar 72405
Julio Moreno	member/ Manager	2704 Alexander Dr. Jonesboro, Ar 72401

Have any of the persons listed above been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES  NO If yes, please explain -

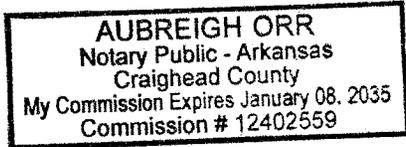
Signed this 24<sup>th</sup> day of November, 2025.

Maria Huantes  
Signature of Applicant/Managing Agent  
Incorporator/organizer  
Official Title

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

Aubrey Orr  
Notary Public

My Commission Expires: Jan 8, 2035



## SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Maria Huantes Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_
2. Home Address 4303 Aggie Rd Jonesboro AR 72405 Phone No. 870-273-3937  
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes.
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**  
 Social Security No. \_\_\_\_\_ Green Card No. \_\_\_\_\_
5. Are you a resident of Craighead county? Yes.  
 If not, do you live within 35 miles of the premises to be permitted? \_\_\_\_\_
6. Have you ever been convicted of a felony? YES \_\_\_\_\_ NO  If so, give full information  
 \_\_\_\_\_
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES  NO  If so, give full information. \_\_\_\_\_
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES \_\_\_\_\_ NO  If so, give full information \_\_\_\_\_
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No. If so, give name, place, and permit number(s)  
 \_\_\_\_\_
10. Have you applied and been refused a permit at the applied for location within the last 12 months? No.  
 If so, give full information \_\_\_\_\_
11. Marital Status: Single ( ) Married  Divorced ( ) Separated ( ) Other ( )
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
husband	Juan Huantes	4303 Aggie Rd	Construction
Son	Omar Huantes	4303 Aggie Rd	none.
son	Luis Huantes	4303 Aggie Rd	none.
daughter	Arleth Huantes	4303 Aggie Rd	none.


(a) Are any of the above to be connected with the operation of the outlet? No.

(b) If so, who and in what capacity? \_\_\_\_\_

13. Give your home address (city or town) and dates at each for the past five (5) years:  
4303 Aggie Rd, Apt 82, Jonesboro, AR 72405

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

<u>Your Business or Occupation</u>	<u>Name &amp; Address of Employer</u>	<u>Dates of Employment</u>
Rodeo Mexican Restaurant	1201 W. Parker Jonesboro, 72404	2014 - 2024

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

Maria Huante  
 Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

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

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

Aubrey Orr  
 Notary Public

My Commission Expires: Jan 8, 2035

AUBREIGH ORR  
 Notary Public - Arkansas  
 Craighead County  
 My Commission Expires January 08, 2035  
 Commission # 12402559

**AUTHORITY TO RELEASE INFORMATION**

Application filed by Applicant -A, Principal - P: A

TO WHOM IT MAY CONCERN:

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

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

Maria Hunter  
Signature - Full Name

11/24/25  
Date

4303 Aggie Rd, Apt 82  
Home Address

Jonesboro AR 72405  
City State Zip

same  
Mailing Address

City State Zip

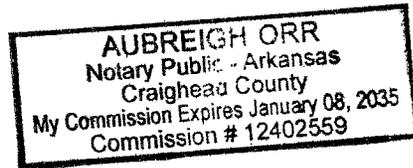
870-213-3937  
Contact Phone Business Phone

Email Address

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

Aubrey Orr  
Notary Public

My Commission Expires: Jan 8, 2035:





# Arkansas Criminal History Report

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

### Subject of Record

Last: **Huantes**      First: **Maria**      Middle:  
Date of Birth:      Sex:      Race:  
Social Security Number      *'not verified, supplied at time of request'*  
Home/Mailing Address: **4303 Aggie Rd Apt 83 Jonesboro, AR 72405**



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

### Requestor Information

Transaction Number: **ABC004691608**  
Date: **10/22/2025**      Agency Reporting: **Arkansas State Police**  
Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**  
Released To: **Kimmie Rudley On Behalf of Alcohol Beverage Commission**  
Representing: **ABC**  
Mailing Address: **101 East Capitol, Suite 401 Little Rock, Arkansas 72201**

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

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

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

OFFICIAL RECEIPT

Receipt Date 01/14/2026 09:34 AM  
Receipt Print Date 01/14/2026

Receipt # 00270063  
Batch # 00014.01.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 250.00

Detail:  
01-134-0517-00  
Monarca's Mexican Restaurant  
2704 Alexander Drive 250.00

-----  
Total 250.00

Payment Information:  
Check 3293 250.00  
Change 0.00

Hunter Law Firm  
Customer #: 000000

Cashier: KMHattenhauer  
Station: COLLECTIONSWIND

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), dated the \_\_\_\_ day of September, 2024, is between Sai Real Estate LLC ("Landlord"), and Monarca's Mexican Restaurant, LLC ("Tenant").

W-I-T-N-E-S-S-E-T-H:

That each of the aforesaid parties acknowledges receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the covenants of the other as herein stated. Landlord and Tenant agree as follows:

**ARTICLE I**

**1.1 PREMISES.** Landlord does hereby grant, demise and lease unto Tenant the space in 2704 Alexander Dr., Units C and D (the "Shopping Center"), City of Jonesboro, Craighead County, Arkansas, 72401, as shown on Exhibit A attached hereto, consisting of approximately Three Thousand Seven Hundred Seventy-Four ( 3,774 ) rentable square feet (hereinafter referred to as "Premises"). The rentable area in the Premises is hereby stipulated to be the aggregate amount of square feet hereinabove stated, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises for occupancy so long as such work is done in accordance with the terms and provisions hereof. Unit C consists of 1,774 rentable square feet and Unit D consists of 2,200 rentable square feet.

**1.2 USE OF PREMISES.** The Premises are to be used and occupied continuously throughout the Term hereof for Mexican Restaurant, and for no other purpose whatever.

**1.3 TERM OF LEASE.** The Premises are hereby demised unto Tenant for a period of Twenty-Four (24) months (the "Term"), commencing on 9/01/2024 ("Commencement Date"), and ending on 08/31/2026.

**1.4 RENT.**

(a) Tenant shall pay to Landlord as rent for the Premises during the Term ("Base Rent") a monthly installment, payable in advance on the first day of every month without notice, demand, offset or deduction, and such Base Rent beginning with the Commencement Date. If Base Rent or any Additional Rent (defined below) has not been paid by the fifth (5<sup>th</sup>) day of the month in which it is due, 10% of the monthly payment (\$590.00) will be assessed as a late charge. The amount of each such installment shall be equal to the following:

Years	Sq. Ft.	Monthly Rent	Annual Rent
1-2			
Unit C	1,574sf	\$1,750/month for Sept. – Nov. 2024	
Unit D	2,200sf	\$0 Oct – Nov. 2024	
Units C & D	3,774	\$5,900/month for Dec. 2024 to end of term	\$70,800/year

(b) Whenever, by the terms of the Lease, Tenant is required to make payments or furnish items at the expense of Tenant, all such additional items required to be paid by Tenant are to be

considered as Additional Rent (the Base Rent and Additional Rent collectively referred to herein as "Rent") and Landlord is to have the same rights and remedies upon the nonpayment of such as Landlord has for the nonpayment of the Base Rent provided in this Section 1.4.

(c) The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area. Tenant and its employees, customers and licensees shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause a minimum of interference with Tenant's business.

Tenant agrees to pay, as Additional Rent, each month for its proportionate share of the cost of operation and maintenance of the Common Area (including without limitation costs incurred for lighting, sewerage, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding and protecting the Shopping Center, excluding the Premises area, as well as payment of real property ad valorem taxes and insurance with respect to the Shopping Center) which may be incurred by Landlord in its reasonable discretion (such amounts collectively referred to as "Common Area Expenses"). The proportionate share of Common Area Expenses to be paid by Tenant shall be computed on the ratio that the total square footage of the Premises bears to the total number of square feet of space within the Shopping Center. The monthly Additional Rent shall be calculated based on the actual monthly Additional Rent paid the prior calendar year for operation and maintenance of the Common Area. At the end of each calendar year, the actual CAM costs for that year shall be calculated. Any additional CAM costs for the year, over and above the monthly CAM costs shall be paid by Tenant no later than 30 days following receipt of any written notice by Landlord of said expenditures. Failure to pay by Tenant within the 30 day period provided by Landlord shall constitute late payment of rent in violation of this Lease and entitle Landlord to any appropriate remedies otherwise provided in this Lease. In the event Tenant has paid more CAM expenses than were accrued during a calendar year, Tenant shall be given a credit for same against future CAM expenses.

**1.5 SECURITY DEPOSIT.** Tenant shall deposit with Landlord the sum of Five Thousand Nine Hundred and 00/100 United States Dollars ( \$5,900 ) as a security deposit (the "Deposit"). The Deposit shall be held by Landlord, without liability for or payment of interest thereon, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be performed. Landlord shall hold the Deposit in a separate fund. If at any time during the Term any Rent payable by Tenant shall be overdue, or if Tenant fails to perform any of the other terms, covenants or conditions to be performed by Tenant, then Landlord at its option, may appropriate and apply all or any portion of the Deposit to the payment of any such overdue Rent and to the compensation of Landlord for loss or damage sustained by Landlord due to a breach by Tenant as aforesaid, without prejudice to Landlord's other remedies.

**1.6 TAXES, SPECIAL ASSESSMENTS, LICENSES, ETC.** Tenant shall pay prior to delinquency at any time during the Term of the Lease that they may be imposed, levied or assessed, as Additional Rent: (a) all personal property taxes and special assessments against the Premises or any personal property thereon resulting from the above-described use of the Premises by Tenant; and (b) all license, franchise permit fees or taxes. Landlord shall pay all real property ad valorem taxes with respect to the Shopping Center, subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

**1.7 DELIVERY AT THE END OF THE TERM.** Tenant agrees that on the last day of the Term it shall without notice or demand deliver the Premises, including all improvements and fixtures permanently attached, and replacements thereto (except those which Tenant may be directed to remove) to Landlord, or Landlord's agent or assignee, in good order and condition. Tenant shall have repaired, at Tenant's expense, all damage to the Premises, ordinary wear and tear excepted. Upon the termination of this Lease, Tenant may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

## ARTICLE II

**2.1 FINISH BY LANDLORD (BUILDING STANDARDS).** Tenant and Landlord have inspected all major systems and these are delivered in working order. Tenant has inspected the Premises and accepts them AS-IS, WHERE-IS.

**2.2 SERVICES TO BE FURNISHED BY LANDLORD.** Tenant shall be responsible for both the procurement and payment of all utilities including, but not limited to, water, electric, gas, cable, internet, telecommunications, and other data services.

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, civil commotion, riot, accidents, inability to obtain electrical power, fuel, steam, water, supplies or labor or other cause beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages for interruption or stoppage of service.

In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within five (5) days after notice to Tenant shall authorize Landlord, in Landlord's discretion and without further notice, to immediately discontinue such services and terminate any agreement for such services.

Any additional service charges paid by Tenant to Landlord for extra or additional services, or by Landlord for Tenant pursuant to this Section 2.2 shall be subject to adjustment in the same manner as the Rent as provided for in Section 1.4 hereof.

**2.3 QUIET POSSESSION.** Tenant shall keep and perform all of its covenants under this Lease on the part of Tenant to be performed, and so long as Tenant is not in default under the terms and provisions of this Lease, Landlord shall guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Premises.

### ARTICLE III

**3.1 LAWFUL USES.** Tenant will maintain the Premises in a clean and healthful condition; and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions and occupancy of the Premises.

Tenant shall not directly or indirectly make any use of the Premises which may be prohibited by the same or which may be dangerous to person or property or may increase the cost of insurance or require additional insurance coverage.

**3.2 INDEMNITY AND INSURANCE.** Tenant is or shall become familiar with the Premises and acknowledges that the Premises is received by Tenant in a good state of repair, accepted by Tenant in the condition in which they are now or shall be when ready for occupancy and that Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or visitors for any injuries, death or damage to persons or property due to any condition, design or defect in the Shopping Center or the Premises. Tenant accepts the Premises as suitable for the purposes for which the same are leased and assumes all risks of injury, death or damage to persons or property for which Tenant may become legally liable, and agrees that no representations, except such as are contained herein have been made to Tenant respecting the condition of the Premises.

(a) Insurance. Tenant shall at its expense procure and maintain throughout the Term, as Additional Rent, the following insurance policies: (1) commercial general liability insurance in amounts of not less than a combined single limit of One Million and No/100 United States Dollars (\$1,000,000.00)(the "Liability Insurance Amount"), insuring Tenant, Landlord, and Landlord's agents against all liability for injury to or death of a person or persons or damage to property arising from the Tenant's use and occupancy of the Premises; (2) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (3) insurance covering the full value of Tenant's property and improvements and other property (including property of others) in the Premises; (4) business interruption insurance; and (5) workman's compensation insurance, if applicable. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(b) Indemnification. Subject to the provisions herein, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents and their respective shareholders, directors, officers, employees, and partners from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) for any bodily injury and property damage claims arising on or about the Premises during the Term, or any failure of Tenant to perform or comply with any of the terms of this Lease, excluding any negligent or intentional action or inaction of Landlord in performing under this Lease.

(c) Landlord's Insurance. Landlord shall maintain "special form" property insurance with coverage for the full replacement cost of the Shopping Center and commercial general liability insurance in such amounts and with such deductible amounts as would be maintained by a prudent landlord of similar commercial properties in Craighead County, Arkansas, with such endorsements as Landlord may reasonably require from time to time. Additionally, Landlord may obtain and carry any other form or forms of insurance as it may reasonably desire or as any Landlord's mortgagee may require. Such payments by Landlord for insurance, as well as payment by Landlord of any deductibles paid in connection with claims under such insurance policies, shall be subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

**3.3 WASTE; NUISANCES.** Tenant shall not create or allow any nuisance to exist in the Premises, and it shall abate promptly and free of expense to Landlord any nuisance that may arise. Landlord's determination of what constitutes a nuisance shall be binding on Tenant. Tenant shall not commit or permit any waste to be committed on or about the Premises.

**3.4 INVALIDATION OF INSURANCE.** Tenant shall not suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Landlord may now or hereafter have upon the Shopping Center.

**3.5 INCREASED PREMIUMS.** Tenant shall not suffer anything to be or remain upon or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for any insurance of the Premises or the Shopping Center against fire, casualty, liability or any other insurable causes, unless consented to in writing by Landlord. Regardless of whether Landlord has so consented or not, Tenant shall pay any such increased or extra premium within ten days after Tenant shall have been advised by Landlord of the amount thereof.

**3.6 ALTERATIONS; PROHIBITION ON LIENS.** Except as otherwise permitted herein or in the Shopping Center rules and regulations, Tenant shall not have the right to make changes, alterations, or additions to the Premises (including without limitation, floor coverings and fixtures) until Tenant has first obtained Landlord's approval in writing. Such changes, alterations, or additions, when made to the Premises by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination for any reason of this Lease unless otherwise provided for in Landlord's written approval; but this clause shall not apply to movable equipment or furniture of Tenant or such changes, alterations or additions to the Premises as may be removed from the Premises without causing damage thereto other than the diminution in value to the Premises resulting from such removal. If Landlord consents to such improvements, alterations, additions or installations before commencement of the work or delivery of any materials onto the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses and indemnification in such form and amount as may be satisfactory to Landlord and waivers of lien against any and all claims, cost, expenses, damages and liabilities which may arise in connection with the work.

Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens on or against the Premises or the Shopping Center. Further, Tenant does hereby waive, relinquish and disclaim any right or power to cause any lien to attach to the Landlord's interest in the Premises, the Shopping Center and the property, and Tenant does hereby agree to hold harmless, indemnify and defend Landlord from and against any such lien or liens.

**3.7 INTENTIONALLY LEFT BLANK**

**3.8 SIGNS.** Other than the sign of Tenant to be placed on the pylon sign in front of the Shopping Center, as well as the one (1) exterior sign to be installed by Tenant (with such sign locations depicted on the attached **Exhibit B**) Tenant shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any area outside the Premises except on the doors of the Premises. Any signage of Tenant must first be approved by Landlord in writing (in Landlord's sole discretion). Any such signage of Tenant shall also comply at all times with any municipal regulations regarding signage. Landlord shall have the right to remove, at Tenant's expense, all signage not approved by Landlord.

**3.9 DEFACING PREMISES AND OVERLOADING.** Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord, and Tenant shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or the Shopping Center without the written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Shopping Center or any public corridors or elevators therein while bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles. Furniture and other large or heavy articles may not be brought into the Shopping Center, removed therefrom or moved from place to place within any portion of the Premises or other portion of the Shopping Center or its equipment that would exceed the standard loan limits as set forth in the rules of the Shopping Center.

**3.10 OBLIGATIONS FOR REPAIRS.** Landlord shall repair and maintain in good order and repair, at its sole cost and expense, the roof, slab floor and subfloor, exterior walls, structural members, foundation, parking lot and all asphalt surfaces of the Premises. Notwithstanding the foregoing, Landlord shall not have to make any repairs required of it by this Lease until Tenant gives Landlord written notice of the need therefore and a reasonable period within which to make such repairs, such period not to exceed 30 days, and Landlord shall not be required to repair any damage caused by the acts or negligent omissions of Tenant, its agents, employees, or invitees, or any damage to the Premises caused by burglary, robbery, or vandalism or resulting from any alterations (including roof penetrations) made to the Premises by Tenant whether with or without Landlord's consent. Except as is specifically made the responsibility of Landlord hereunder, Tenant agrees that during the entire term of this Lease it shall promptly and at its own expense service, keep, maintain in good repair, and replace as necessary all parts of the Premises, including, but not limited to, the following: all plumbing (including the fire protection sprinkler system, if any); piping; heating; air conditioning; ventilating; electrical and lighting facilities; equipment; fixtures; walls and wall coverings; ceilings; floors and floor coverings; windows; doors; and glass. Tenant shall keep the Premises in good, clean, and tenantable condition; and Tenant shall at its sole cost and expense keep the Premises free of insects, rodents, vermin, and other pests. Under no circumstances will Tenant make any roof penetrations without Landlord's prior written consent, and with such consent only using a roofing contractor approved by Landlord in its sole discretion. Notwithstanding any language to the contrary, Landlord will be responsible for up to \$2,500.00 in heating and air conditioning repairs and maintenance per calendar year. Tenant will be responsible for all heating and air conditioning repairs and maintenance per calendar year over \$2,500.00.

**3.11 ASSIGNMENT OR SUBLETTING.** Tenant shall not encumber the Premises, assign or sublet this Lease or any part thereof without the prior written consent of Landlord, which consent may be

withheld by Landlord for any reason, in Landlord's sole discretion. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease.

**3.12 ATTORNEY FEES.** Tenant shall pay all costs of collection, including reasonable attorney fees, if all or any part of the rent herein is collected with the aid of any attorney; and Tenant shall also pay reasonable attorney fees in the event it becomes necessary for Landlord to employ an attorney to force Tenant to comply with any of the covenants, obligations or conditions imposed by this Lease.

**3.13 ENTRY FOR REPAIRS, INSPECTIONS, ETC.** Landlord, its officers, agents, partners and representatives, and any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord, shall each have the right to enter into and upon the Premises at all reasonable times, or in the case of emergency at any time, to inspect the same or make such repairs or alterations as they may deem necessary or desirable. Tenant shall also permit Landlord at all reasonable times or, in case of emergency, at any time to inspect, erect, use and maintain pipes, ducts, conduits and similar devices in, above and through the Premises, and to make any necessary repairs or alterations. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs and maintenance are being made, by reason or loss or interruption of the business of Tenant, or otherwise.

**3.14 SURRENDER OF PREMISES.** Upon any termination of this Lease, by expiration, lapse of time or otherwise:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear or casualty damage to be repaired by Landlord pursuant to Section 4.9 excepted.

(b) Tenant shall surrender all door keys for the Premises to Landlord.

(c) Tenant grants to Landlord full authority and right to enter upon the Premises and take possession thereof.

(d) All installations, decorations, floor covering, fixtures, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, all such installations, decorations, etc. placed there by Tenant may be removed by Tenant at its sole expense if such removal can be accomplished without causing damage to the Premises other than the diminution in value to the Premises attributable to the installations, decoration, etc. that are removed. Title to any items so removed shall immediately vest in Tenant without any action on the part of Landlord being required.

#### ARTICLE IV

**4.1 RIGHTS RESERVED TO LANDLORD.** Landlord shall have the following rights exercisable without notice or demand and without liability to Tenant for damage or injury to property, persons or business (all claims for damage therefor being hereby released by Tenant), and without effecting an

eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

- (a) To name the Shopping Center and change the name of the Shopping Center as set out in Section 3.8 above.
- (b) To install and maintain signs on the exterior and interior of the Shopping Center.
- (c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, and Tenant shall not replace any locks without the prior written consent of Landlord.
- (d) To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy during the last six months of the Term hereof, provided that Tenant shall have then vacated the Premises, or at any time after Tenant abandons the Premises.
- (e) To enter the Premises at reasonable hours to make inspections, or to exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes.
- (f) To have access to all mail chutes according to the rules of the United States Post Office.
- (g) To take all such reasonable measures as Landlord may deem advisable for the security of the Shopping Center and its occupants, including without limitation, the search of all persons entering or leaving the Shopping Center, the evacuation of the Shopping Center for cause, suspected cause, or for drill purposes, the temporary denial of access to the Shopping Center, and the closing of the Shopping Center after normal business hours and on Saturdays, Sundays and holidays, subject, however, to Tenant's right to admittance when the Shopping Center is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example but not of limitation, that persons entering or leaving the Shopping Center, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Shopping Center.
- (h) To decorate and to make at any time or times, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in and to the Premises, the Shopping Center or part thereof as Landlord may deem necessary or desirable and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Shopping Center all material and equipment required; and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, provided that Landlord shall cause only such inconvenience or annoyance to Tenant as is reasonably necessary in the circumstances.
- (i) To do or permit to be done any work in or about the Premises or the Shopping Center or any adjacent or nearby building, land, street or alley.
- (j) To grant to anyone the exclusive right to conduct any business or render any service in the Shopping Center. However, no other salons will be permitted in the Shopping Center without the prior written permission of Tenant.
- (k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Shopping Center.

- (m) To have and retain a paramount title to the Premises free and clear of any act of Tenant.
- (n) To sell, assign or transfer all of Landlord's interest in the Lease, without necessity or notice or consent from Tenant, and without relieving itself from its obligations under the Lease for the period it was Landlord.
- (o) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord, and to regulate the use thereof.

**4.2 DEFAULT.** Any of the following events shall be deemed to be events of default by Tenant under the Lease:

- (a) Tenant shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.
- (e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within the time permitted by law.
- (f) Tenant shall desert, vacate or abandon any substantial portion of the Premises.

Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Tenant may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.
- (b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Landlord shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees

and attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. No such re-entry or taking of possession by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant; and any attempt by Landlord to mitigate its claim for damages against Tenant by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

(c) To enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Upon any event of default by Tenant all unpaid rent payments due under the terms of the Lease shall be due and payable immediately upon demand by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other or succeeding violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

**4.3 ESTOPPEL CERTIFICATE BY TENANT.** From time to time, upon not less than ten (10) days prior request by Landlord, Tenant shall execute and deliver to Landlord and to any other person designated by Landlord a written estoppel certificate stating, among any other thing reasonably requested by Landlord, that: (a) the Lease has commenced and Tenant is paying rent on a current basis in accordance with the terms of the Lease, subject to no offsets or claims and that all Shell Space Work and other obligations of Landlord which are conditions precedent to Tenant's occupying the Premises have been fulfilled, (b) Landlord is not in default under the Lease and no condition exists which with the passage of time will become a default, and (c) no modification or amendment will be made in the Lease without the prior written consent of any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord.

**4.4 SUBORDINATION OF LEASE, ATTORNMENT, NON-DISTURBANCE.** This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Shopping Center, the land situated beneath the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to affect such subordination of this Lease. Tenant shall,

however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Tenant agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments. Tenant agrees to pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Tenant may be directed by the same, upon the receipt of notice from the same that Landlord is in default under their particular security instrument. Tenant agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time upon the request of Landlord any instrument that may be necessary or appropriate in any such event to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such security instrument, or any of them, the attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument. Tenant further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Tenant any right to terminate or otherwise adversely affect this Lease in the event any such foreclosure proceeding is brought. Tenant and Landlord further agree that any agreement by either of them to pay any leasing commissions in regard to the Lease shall not be enforceable against any party other than the party entering into such agreement, and such agreement shall at all times be subordinate and inferior to the lien of any aforesaid security instrument.

**4.5 RENEWAL OR AMENDMENT.** Upon written notice to Landlord received by Landlord no less than one hundred eighty (180) days prior to the expiration of the Term or a Renewal Term (the "Renewal Option Notice"), Tenant shall have the right and option (each, a "Renewal Option") to extend the Term for the Premises for five (5) additional and consecutive two (2) year periods (each, a "Renewal Term"), on the terms and conditions hereof; provided, however, if Tenant exercises the Renewal Option, the annual Base Rent for the Premises during each Renewal Term shall be an amount equal to five percent (5.0%) over the annual Base Rent for the immediately preceding Term or Renewal Term, as applicable. If Tenant shall fail to provide a Renewal Option Notice to Landlord in the time set forth herein, then Landlord and Tenant agree the then current Renewal Option shall be deemed to be exercised, and Tenant shall continue as tenant in the Premises for the next Renewal Term pursuant to the terms of this Lease. In Landlord's sole discretion, Tenant shall not be entitled to exercise a Renewal Option for any Renewal Term if Tenant is in default under the terms of this Lease either at the time it provides the Renewal Option Notice, or at the beginning of any Renewal Term. No other amendment of this Lease shall be binding on either party unless it is in writing and signed by Landlord and Tenant. If Tenant elects to not renew the Lease, it shall provide written notice of same to Landlord at least ninety (90) days before the expiration of the initial lease term.

**4.6 HOLDING OVER.** Should Tenant or any of its successors in interest hold over the Premises or any part thereof after the expiration of the Term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. Tenant will pay as Base Rent on the first day of each month during the holdover period an amount equal to one hundred twenty-five percent (125%) of the rent paid or due to be paid during the last month of the Term of this Lease. No receipt of money by Landlord

from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Any extension of this Lease shall be in writing signed by Landlord and Tenant.

**4.7 WAIVER OF LIABILITY.** As part of the consideration for this Lease, Tenant hereby releases Landlord from all liability for damage to any property of Tenant located in or upon the Shopping Center which results from the negligence of Landlord to the extent any such loss or damage is covered by insurance maintained by Tenant. Tenant and Landlord further covenant that any insurance maintained by Tenant shall contain an appropriate provision whereby the insurance company or companies consent to the foregoing release of liability and so waive insurance subrogation rights to the extent of the agreement contained in this Section 4.7.

**4.8 COVENANTS TO RUN TO HEIRS, ETC.** All covenants, conditions, agreements, and undertakings in this Lease shall extend and inure to the benefit of Landlord and its successors and assigns, and to the heirs, executors, administrators, successors and assigns of Tenant the same as if they were in every case named and expressed; and except as herein otherwise provided, all said covenants, conditions and agreements shall be binding upon the successors and assigns, heirs, executors, and administrators of the respective parties.

**4.9 DAMAGE BY FIRE OR OTHER CASUALTY.** If any part of the Premises or a material portion of the Shopping Center which affects Tenant's occupancy is rendered untenantable by fire or other casualty, Landlord may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within sixty (60) days after the date, or (b) to repair, restore or rehabilitate the Shopping Center or the Premises at Landlord's expense, in which event this Lease shall not terminate but rent shall be prorated for that portion of the Premises that are untenantable and abated on a per diem basis for that portion of the Premises that is untenantable. If such damage is due to an act or omission of Tenant, then Landlord shall have such rights as are set forth herein at Tenant's cost and expense. In the event of termination of this Lease pursuant to this Section 4.9, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty. Further, Landlord shall carry all risk property damage insurance with flood and earthquake endorsements for the full replacement value of the Shopping Center with Tenant as an additional insured as its interest may appear.

**4.10 CONDEMNATION.** If the land or the Shopping Center, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, Landlord shall have the right to terminate this Lease at the date of such taking or within six months thereafter by giving Tenant thirty (30) days' prior notice of the date of such termination. Any interest which Tenant may have or claim to have in any award resulting from any condemnation proceedings shall be limited solely to the unamortized value of any permanent improvements to the structure of the Shopping Center paid for directly by Tenant and any claim for furniture or equipment of any nature whatsoever shall be excluded. All other condemnation awards, including but not limited to any award made on the basis of the leasehold estate created by this Lease, shall be the sole and separate property of Landlord.

**4.11 NOTICES.** Any notice required or desired to be given in connection with this Lease shall be in writing sent by certified mail, postage prepaid. Such notices shall be sent to the persons at the addresses reflected below or any other persons or addresses designated in writing by any such person entitled to receive notice pursuant to the terms of this Lease:

LANDLORD:                    Sai Real Estate LLC  
   3320 Flemon  
   Jonesboro, AR 72404

TENANT:

Monarca's Mexican Restaurant, LLC  
c/o Maria Huantes  
4303 Aggie Road, Apt. 82  
Jonesboro, AR 72401-8498

It shall be the obligation of all persons entitled to receive any notice pursuant to this Lease to provide proper names and addresses to the person required to give such notice. All persons required to give such notices shall be deemed to have satisfied their duties to give notice by giving notice to the name at the address so provided. If no name and address is given by a mortgagee, secured party or other creditor then Tenant and Landlord have no duty to give notice to that particular mortgagee, secured party or other creditor failing to give the proper name and address until such is provided.

**4.12 EXHIBITS AND EFFECTIVE DATE.** Submission of the Lease for examination does not constitute a reservation of or option for leasing the Premises. The Lease becomes effective only upon execution and delivery by both Landlord and Tenant and approval by Landlord's mortgagee where such approval is required. All exhibits and riders attached to this Lease and initialed by Landlord and Tenant are incorporated into and made a part of this Lease.

**4.13 TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Lease.

**4.14 EXTENSION; PARTIAL PAYMENT; NO ACCORD AND SATISFACTION.** It is agreed that, should Landlord, at its option, either extend the time of payment or accept partial payment of one or more of the Base Rent installments or other monetary obligations hereunder, such shall not be construed as a waiver of or an alteration of the terms of payment of any subsequent installments or obligations. After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect such notice suit or judgment. No payment by Tenant or receipt by Landlord of a lesser amount to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

**4.15 REAL ESTATE AGENT.** Tenant and Landlord represent that, except as set forth in this Section 4.15, neither Tenant nor Landlord have dealt with any broker, finder, or the like in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation of this Lease.

Unit D of this Lease was negotiated by Haag Brown and Landlord is responsible for any broker commission related to Unit D.

**4.16 SECURITY AGREEMENT.** Tenant hereby grants to Landlord a security interest in all, fixtures and improvements, now or hereafter located in the Premises, solely except merchandise carried in stock for sale which may be brought onto the Premises and all proceeds and accounts receivable therefrom ("Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Within ten (10) days after Landlord's request, Tenant shall execute any documents necessary for

Landlord to secure its security interest in the Collateral. In addition, Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve, and protect the security interest upon the Collateral. Upon the occurrence of any Event of Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, including without limitation the power to sell such Collateral at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section shall be deemed a part of the obligation secured hereby

**4.17 CAPTIONS.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

**4.18 ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to the matters contained herein and no other representations, promises or agreements, oral or otherwise, have been made between the parties.

**4.19 WARRANTY OF TITLE.** Landlord hereby warrants and covenants with and unto Tenant that it has an absolute and indefeasible title to the Premises, and that Landlord will, during the term hereof and the full performance by Tenant of Tenant's obligations and covenants hereunder, defend the same and hold harmless Tenant against the lawful claims of any and all persons whomsoever.

**4.20 GUARANTY.** The full performance and payment of Tenant's obligations under this Lease are expressly guaranteed by Maria Huantes and Julio Morano Acosta ("Guarantors"), who are Members of Tenant, and whom Tenant acknowledges and agrees are receiving a direct benefit as a result of this Lease with Landlord, pursuant to the form of guaranty attached hereto as **Exhibit C** (the "Guaranty").

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have executed this instrument on the day and year set forth above in this Lease.

LANDLORD:

Sai Real Estate LLC

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

TENANT:

Monarca' Mexican Restaurant, LLC

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

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

EXHIBIT A

[LEGAL DESCRIPTION/DEPICTION OF THE PREMISES]

Units C and D.

**EXHIBIT B**

**[DEPICTION OF THE PYLON SIGN] LL to insert photo and depiction of Tenant's 2 spaces on both sides of the pylon. Please also add façade photo with outline of where Tenant is allowed to place signage above Tenant's space(s).**

EXHIBIT C

[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Lease dated 09/01/2024, by and between Sai Real Estate LLC, an Arkansas limited liability company ("Landlord"), Monarca's Mexican Restaurant, LLC ("Tenant"), the undersigned Maria Huantes (the "Guarantor"), having an address for notice at 4303 Aggie Road, Apt. 83, Jonesboro, AR 72401-8498 hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the payment of all Rent as defined in the within Lease and the performance and observance by Tenant of its covenants and agreements therein contained, for which the undersigned shall be jointly and severally liable with Tenant. Guarantor hereby expressly waives notice of all defaults and hereby waives all suretyship defenses. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantor.

The undersigned agrees that, in the event of a default by Tenant under the Lease, Landlord may proceed against the undersigned before, after or simultaneously with or in lieu of proceeding against Tenant.

If Landlord, at any time, is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

In the event the Lease is disaffirmed by a trustee in a bankruptcy proceeding for Tenant, the undersigned agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new Lease which said new Lease shall be in form and substance identical to the Lease.

This Guaranty, the Lease and all amendments and modifications thereto, except as set forth in the Lease or in any such amendment or modification, shall be binding upon Guarantor. If the Lease is assigned, Guarantor waives any requirement that Guarantor reaffirm this Guaranty in order for Guarantor's obligations under this Guaranty to continue to be binding on Guarantor following any such assignment of the Lease, but Guarantor shall not be liable for any increase in Tenant's obligations under the Lease, which increase shall occur following: any assignment of the Lease by the Tenant named in the Lease; or any assignment of the ownership interests in the Tenant named in the Lease to any entity which is not affiliated with Tenant.

This Guaranty shall inure to the benefit of the Landlord and its heirs, legal representatives, successors and assigns; and shall be binding upon the Guarantor and its heirs, legal representatives, successors and assigns.

For purposes of this Guaranty, the word "Tenant" shall also include the successors, heirs, executors, personal representatives, trustees, guardians, conservators and permitted assigns of Tenant.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, LANDLORD AND GUARANTOR EACH HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSSCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY OR THE LEASE. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Guarantor further agree, if requested to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim, or crossclaim.

The individual signing below on behalf of Guarantor hereby represents and warrants that he is fully authorized to do so, and has obtained all necessary approvals and authorizations therefor, with knowledge that Landlord is relying thereupon.

IN WITNESS WHEREOF, THIS GUARANTY IS EXECUTED AS OF THE \_\_\_\_ DAY OF  
SEPTEMBER, 2024.

GUARANTOR:

MARIA HUANTES

BY \_\_\_\_\_

OFFICIAL RECEIPT

Receipt Date 01/15/2026 09:00 AM  
Receipt Print Date 01/15/2026

Receipt # 00270163  
Batch # 00515.01.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 105.95

Detail:  
01-000-0150-00  
Proof of Publication Monarca'  
s Private Club 105.95

-----  
Total 105.95

Payment Information:  
Check 3299 105.95  
Change 0.00

Hunter Law Firm, P.A.  
Customer #: 010886

PO Box 926  
Jonesboro, AR 72403-0926

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:003

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**Agenda Date:** 1/20/2026

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

### AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAUX

WHEREAS, Walk-on's Sports Bistreaux has applied for a private club permit to be located at 2809 E. Highland Drive, Jonesboro, Arkansas; and

WHEREAS, Walk-on's Sport Bistreaux desires to receive approval for a private club to be located at 2809 E. Highland Drive, Jonesboro, Arkansas; and

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

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

Walk-on's Sports Bistreaux's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2809 E. Highland Drive, Jonesboro, Arkansas.



# City of Jonesboro Private Club Review and Conditions Form

Date 1-14-26

Address 2809 E. Highland

Applicant on Behalf of Club Andrew John DiPippa

Home Address 3719 Stadium Blvd. Jonesboro, AR

Business Name Walk-On Sports Bistreaux

Business Address 2809 E. Highland

### City of Jonesboro official use below this:

#### Police Department:

Has any member been convicted of a felony? Yes \_\_\_\_\_ No   
If yes, How many years since conviction? \_\_\_\_\_

Comments: \_\_\_\_\_

Approve? Yes  No \_\_\_\_\_

Signature Chief of Police *Rick Getts*

#### Planning and Zoning Department:

Type of Private Club: Restaurant  Hotel/Motel \_\_\_\_\_  
Hours of Operation? \_\_\_\_\_  
Copy of menu for food service? Yes \_\_\_\_\_ No   
Zoning C-3

Approve? Yes  No \_\_\_\_\_

Signature Planning Director *[Signature]*

#### City Clerk:

Date received \_\_\_\_\_  
Date entered in Legistar \_\_\_\_\_

#### City Council Action

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

# HUNTER LAW FIRM, P.A.

Attorneys at Law  
514 W. Washington - P.O. Box 926  
Jonesboro, AR 72401

Scott Hunter  
Scott Hunter, Jr.

Phone: 870-932-7800  
Fax: 870-932-2497

January 13, 2026

## *Via Hand Delivery*

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

### **Re: Walk-On's Sports Bistreaux; Application for Alcohol Permit**

To Whom This May Concern:

Enclosed please find an Application for Alcohol Permit for Walk-On's Sports Bistreaux, as well as a check for \$250.00 for the application fee to be paid to the City Collector's Office.

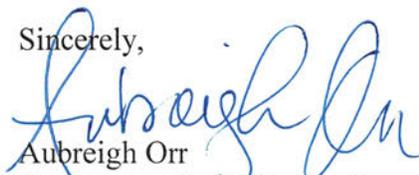
Please find the additional requested information below:

OMSP Holdings in an LLC that was incorporated by Scott Hunter, Jr. And is currently listed on the Secretary of State's Website, along with Michelle Hix and Austin Hix and Directors. All three has resigned from their position and Andrew DiPippa, who is the Regional Operating Manager and President, and further the only decision making person in relation to Walk-On's Sports Bistreaux. An "authority to release" is included for him.

Walk-On's Sports Bistreaux Restaurant will be located at 2809 East Highland Drive, Jonesboro, AR 72401 and is currently under construction. A copy of the requested lease is included for your records.

If you require anything in addition to the included and requested information, please do not hesitate to let me know. Thank you!

Sincerely,



Aubreigh Orr  
Paralegal to Scott Hunter, Jr.

/ano

CITY OF JONESBORO

APPLICATION FOR ALCOHOL PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises.

OMSP Holdings

NAME OF ENTITY

FEIN #

APPLICANT NAME

Andrew John DiPippa

First

Middle

Last

HOME ADDRESS

3719 Stadium Blvd, Jonesboro, 72401 Craighead

Street

City

Zip

County

BUSINESS NAME

Walk-on's Sports Bystreawys

BUSINESS ADDRESS

2809 E. Highland, Jonesboro, 72401; Craighead

Street

City

Zip

County

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

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

Yes.

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

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

Give names and addresses of all owners/principals listed with the Arkansas Secretary of State:

NAME	TITLE	ADDRESS
Scott Hunter, JR	Organizer	514 W. Washington, 72401
Michelle Hix	Director	514 W. Washington, 72401
Scott Hunter, JR	Director	514 W. Washington 72401
Austin Hix	Director	514 W. Washington 72401

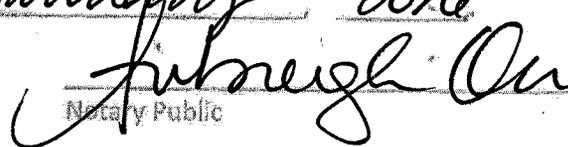
Have any of the persons listed above been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain.

Signed this 6th day of January 2026

  
Signature of Applicant/Managing Agent

Regional Operations Partner  
Official Title

Subscribed and sworn to before me this 6th day of January 2026

  
Notary Public

My Commission Expires: 1/18/35

AUBREIGH ORR  
Notary Public - Arkansas  
Craighead County  
My Commission Expires January 08, 2035  
Commission # 12402559

## SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Andrew John DiPippa Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 2. Home Address 3719 Stadium Blvd Jonesboro Phone No. 501-951-0800  
Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes.

4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**  
 Social Security No. \_\_\_\_\_ Green Card No. \_\_\_\_\_

5. Are you a resident of Craighead county? Yes.

If not, do you live within 35 miles of the premises to be permitted? \_\_\_\_\_

6. Have you ever been convicted of a felony? YES \_\_\_\_\_ NO  If so, give full information  
 \_\_\_\_\_

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES  NO  If so, give full information. \_\_\_\_\_

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES \_\_\_\_\_ NO  If so, give full information \_\_\_\_\_

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)?  If so, give name, place, and permit number(s)  
Outback Steakhouse - Conway, AR; Walk-on's Sports Bistreaux, Rogers, AR

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No.  
 If so, give full information \_\_\_\_\_

11. Marital Status: Single  Married ( ) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Daughter	Italy Marie DiPippa	3719 Stadium Jonesboro, 72401	none
Daughter	Bella Ann DiPippa	" "	none


(a) Are any of the above to be connected with the operation of the outlet? None.

(b) If so, who and in what capacity? \_\_\_\_\_

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

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Restaurant manager	University Development Corp of LA 3622 Parsons Green Shreveport, LA 71106	8/19/19 - Present

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

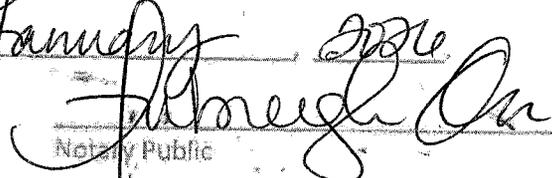
  
 Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

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

Subscribed and sworn to before me this 6<sup>th</sup> day of January, 2020.

  
 Notary Public

My Commission Expires: Jan 8, 2035

**AUBREIGH ORR**  
 Notary Public - Arkansas  
 Craighead County  
 My Commission Expires January 08, 2035  
 Commission # 12402559

**AUTHORITY TO RELEASE INFORMATION**

Application filed by Applicant -A, Principal - P: \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

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

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

*[Handwritten Signature]*

Signature - Full Name

1/6/2026

Date

3719 Stadium Blvd D18

Home Address

Jonesboro Ar 72404

City State Zip

4303 W Worthington

Mailing Address

Roges Ar 72708

City State Zip

501-951-0800

Contact Phone

same

Business Phone

andrew@mcgroup.com

Email Address

Subscribed and sworn to before me this 6<sup>th</sup> day of

*[Handwritten Signature]*  
Aubrey Orr  
Notary Public

My Commission Expires:

Jan 8, 2035

AUBREIGH ORR  
Notary Public - Arkansas  
Craighead County  
My Commission Expires January 08, 2035  
Commission # 12402559

ARKANSAS STATE POLICE

# Arkansas Criminal History Report

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

### Subject of Record

Last: **DiPippa**                      First: **Andrew**                      Middle: **John**  
Date of Birth:                                      Sex:                                      Race:  
Social Security Number:                      *(not verified, supplied at time of request)*  
Home/Mailing Address: **3719 Stadium Blvd, APT D18 Jonesboro, AR 72404**



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

### Requestor Information

Transaction Number: **ABC004664769**

Date: **09/18/2025**                      Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code &Acirc;&sect;3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Meridith Bopp On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 Little Rock, AR 72201**

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

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

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

ARKANSAS STATE POLICE  
**FBI Criminal History Report**

Subject of Record

Last: **DiPippa** First: **Andrew** Middle: **John**  
Date of Birth: Sex: Race:  
Social Security Number: (not verified, supplied at time of request)

FBI Information

**FBI Report Information**

FBI Response: Hit

Transaction Number: **ABC004664769**

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306  
AR920480Z

TCN ABC004664769X124209414

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH  
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME DIPIPPA,ANDREW JOHN  
SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR  
M W 1980/03/12 511 233 BROWN BROWN  
STATE ID BIRTH PLACE  
NULL VIRGINIA

CITIZENSHIP

UNITED STATES

OTHER BIRTH SOCIAL

DATES SCARS-MARKS-TATTOOS SECURITY MISC NUMBERS

NONE NONE 429-81-5327 NONE

ALIAS NAME(S)

NONE

END OF COVER SHEET

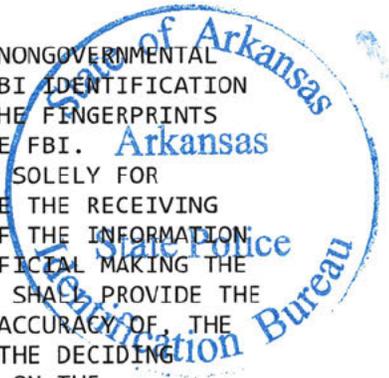
UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

AR920480Z ICN E2025325000000285781

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY  
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE  
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL  
REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL  
ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION  
RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS  
WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION  
RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR  
THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING  
DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION  
ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE  
DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE  
APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE  
INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING  
OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE  
INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A



REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO, AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.



- FBI IDENTIFICATION RECORD -  
WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.  
END OF PART 1 - PART 2 TO FOLLOW

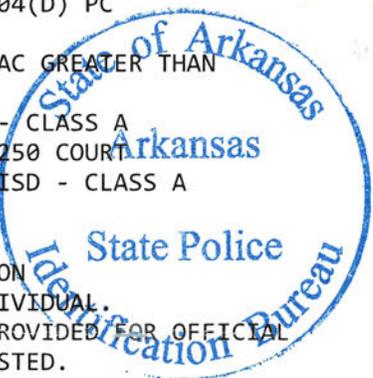
UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306  
AR920480Z ICN E202532500000285781

PART 2  
- FBI IDENTIFICATION RECORD - FBI NO.-857749XD2

NAME FBI NO. DATE REQUESTED  
DIPIPPA, ANDREW JOHN 857749XD2 2025/11/21  
SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR  
M W 1980/03/12 511 194 BRO BRO  
BIRTH PLACE  
VIRGINIA  
PATTERN CLASS CITIZENSHIP  
WU LS RS WU RS LS LS LS LS LS UNITED STATES



1-ARRESTED OR RECEIVED 2014/03/10 SID-TX50459611  
AGENCY-POLICE DEPARTMENT BEDFORD (TX2200300)  
AGENCY CASE-9178497604  
FINGERPRINT INFORMATION  
BSI/2000202699313  
PRINT DATE/2014/03/10  
CHARGE 1-DRIVING WHILE INTOXICATED BAC >= 0.15 49.04(D) PC  
COURT- (  
CHARGE-III/PC 49 04(D) DRIVING WHILE INTOXICATED BAC GREATER THAN  
OR EQUAL 0 15  
III/COURT DATE 20140519 1362068001 CAUSE NBR MISD - CLASS A  
CONVICTED 090DAYS CONFINEMENT 018MTHS PROBATION \$1250 COURT  
FINE; SENTENCE DATE 20151222 1362068001 CAUSE NBR MISD - CLASS A  
PROBATION DISCHARG



RECORD UPDATED 2025/11/21  
ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON  
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.  
THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL  
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

Requestor Information

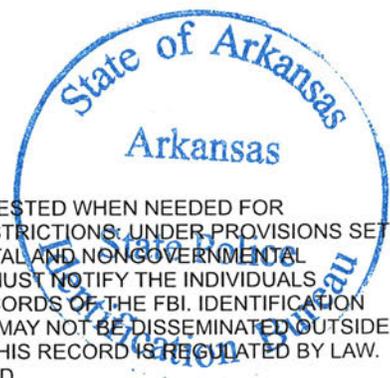
Date: 09/18/2025 Agency Reporting: Arkansas State Police

Purpose: ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.

Released To: Meridith Bopp On Behalf of Alcoholic Beverage Control

Representing: Alcoholic Beverage Control

Mailing Address: 101 East Capitol, Suite 401 Little Rock, AR 72201



BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE. THIS RECORD IS SUBJECT TO THE FOLLOWING USE AND DISSEMINATION RESTRICTIONS: UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

OFFICIAL RECEIPT

Receipt Date 01/14/2026 09:35 AM  
Receipt Print Date 01/14/2026

Receipt # 00270061  
Batch # 00014.01.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 250.00

Detail:  
01-134-0517-00  
Walk On Sports Bistreaux 2809  
E Highland 250.00

-----  
Total 250.00

Payment Information:  
Check 3295 250.00  
Change 0.00

Hunter Law Firm  
Customer #: 000000

Cashier: KMHattenhauer  
Station: COLLECTIONSWIND

**GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (this "Lease") is made and entered into by and between **GAMBLE LAND COMPANY, LLC**, an Arkansas limited liability company, and or assignee ("Landlord"), and **JONESBORO EATS, LLC**, a Louisiana limited liability company ("Tenant").

**ARTICLE I – DEFINITIONS AND EXHIBITS**

**1.1 Definitions.**

**Additional Rent:** The Tax Share, and any other amounts (other than Annual Rent) owed to Landlord by Tenant as specifically set forth in this Lease. This term is used for the convenience of the parties and is not intended to identify a classification for accounting or tax purposes.

**Addresses for Notices and/or Payments:** The addresses for sending notices and/or payments to Landlord and/or Tenant, until changed by a notice given pursuant hereto, as more particularly provided in Section 16.3:

If to Landlord:            **GAMBLE LAND COMPANY, LLC**  
24 County Road 912  
Brookland, AR 72417  
Telephone No.: (870) 931-3352

With a copy to:

**Adam Bodeker**  
P. O. Box 17283  
Jonesboro, AR 72403  
Telephone No.: (870) 275-5331

If to Tenant:

**JONESBORO EATS, LLC**  
362 Parsons Green  
Shreveport, Louisiana 71106  
Telephone No.: (318) 470-9436

With a copy to:

**Wiener, Weiss & Madison, APC**  
c/o Richard D. Lamb, III  
330 Marshall Street, Suite 1000  
Shreveport, Louisiana 71101  
Telephone No.: (318)226-9100

**Annual Rent:** The respective annual and monthly installment amounts set forth in the schedule below for each Lease Year of the Term.

Lease Years	Annual Rent	Monthly Installment
1-5	\$110,000.00	\$9,166.67
6-10	\$121,000.00	\$10,083.33
11-15	\$133,100.00	\$ 11,091.67
16-20	\$146,410.00	\$12,200.83
21-25	\$161,051.00	\$13,420.92
26-30	\$177,156.10	\$14,763.01
31-35	\$194,871.71	\$16,239.31

**Award:** As defined in Section 9.3D.

**Broker:** Eric Boen of Commercial Realty NWA, LLC.

**Building:** The building (not including its attached service court and/or dumpster yard) that Tenant intends to construct upon the Premises in accordance with the provisions of this Lease.

**Claims:** Related claims, demands, causes of action, judgments, liens, losses, liabilities and costs (including reasonable attorneys' fees and court costs).

**Closing Date:** As defined in Section 16.25E.

**Commencement Date:** The earlier of (a) Tenant receiving a certificate of occupancy, (b) seven (7) months after construction begins, or (c) twelve (12) months after the execution of this Lease.

**Construction Completion Deadline:** As defined in Section 5.2(B)

**Covenant to Open:** As defined in Section 2.4.

**Covenant to Operate:** As defined in Section 2.4.

**Cure Deadline:** As defined in Section 4.1B.

**Cure Notice:** As defined in Section 4.1B.

**Delivery Deadline/Delivery Date:** As defined in Section 5.1A.

**Discontinuance:** Any closure to the public and/or cessation of the operations of Tenant's business at the Premises provided Tenant is either (a) remodeling Tenant's Improvements in a reasonably diligent manner or (b) closed for a commercially reasonable period of time under the circumstances (i) as a result of an assignment, subletting or brand re-imaging or (ii) due to a casualty, condemnation or other Force Majeure Event.

**Due Diligence and Permitting Period:** The period of one hundred twenty (120) days after the Effective Date, as more particularly described in Sections 4.1 and 4.2.

**Effective Date:** The date of the full execution and delivery of this Lease, both parties having signed and dated this Lease in the appropriate locations below (before, if and as necessary, witnesses).

**Event of Default:** As defined in Section 13.1A

**Fair Market Value:** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined by a Qualified Appraiser.

**Fee Mortgage:** Any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

**Fee Mortgagee:** The holder of a Fee Mortgage.

**Force Majeure Event:** (a) acts of God; (b) flood, fire, earthquake, tornado, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) government ordered closure of the Tenant's business as a result of any pandemic or endemic, and (j) other similar events beyond the reasonable control of the Impacted Party, as defined in Article XIV.

**Form:** As defined in Section 3.1.

**Go Dark Event:** As defined in Section 2.4.

**Hazardous Material(s):** Any hazardous, toxic, radioactive or pollutant substance identified as such by applicable Law, that are now or hereafter regulated, controlled or prohibited by, any Laws, including, without limitation, (a) asbestos-containing materials, polychlorinated biphenyls, urea formaldehyde, gasoline and petroleum, (b) any regulated quantity of a "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder, (c) any regulated quantity of a "hazardous substance" as defined by the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as otherwise amended from time to time, and the regulations promulgated thereunder, and (d) the Clean Air Act, 42 U.S.C. Section 7401, et seq., as amended from time to time, and the regulations promulgated thereunder.

**Initial Use:** A "Walk-On's" restaurant.

**Interest:** As defined in Section 13.4.

**Landlord's Preliminary Obligations:** The matters described in Section 5.1.

**Landlord's Property:** That certain property located in the City of Jonesboro, Arkansas, being more particularly described on Exhibit A-2 and depicted and identified on Exhibit B-2. Landlord's Property is located adjacent to the Premises.

**Law(s):** All present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state, local and municipal governments, agencies and authorities having jurisdiction over the Premises.

**Lease Year:** Each successive twelve (12) full, calendar month period beginning on the Commencement Date, except that (a) the first Lease Year shall also include any partial calendar month at the beginning of the Primary Term if the Commencement Date is not the first day of a calendar month and (b) the last Lease Year of the Term may be a shorter period if this Lease is terminated early.

**Leasehold Mortgage:** Any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant's interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof.

**Leasehold Mortgagee:** The holder of a Leasehold Mortgage.

**Memorandum of Lease:** As defined in Section 4.3.

**Mortgagee Lease:** As defined in Section 12.7.

**New Title Commitment:** As defined in Section 16.25D.

**New Title Policy:** As defined in Section 16.25D.

**Partial Taking:** As defined in Section 9.3B.

**Permitted Exceptions:** As defined in Section 16.25D.

**Permitted Title Exceptions:** All of the title exceptions and matters of public record disclosed by the Title Commitment and/or the Survey and subsequently accepted (or deemed accepted) by Tenant, as more particularly described in Section 4.1B.

**Permitted Use:** The use(s) permitted at the Premises pursuant to the provisions of Section 2.3.

**Possession Date:** Unless an earlier date is expressly acknowledged and agreed to, in writing, by Landlord and Tenant, the later of (a) the Satisfaction Date or (b) the Delivery Date.

**Pre-Term:** The period beginning on the Possession Date and ending at midnight on the day before the Commencement Date.

**Premises:** That certain property located 2809 E. Highland Drive, Jonesboro, Arkansas 72401, County of Craighead, being more particularly described on Exhibit A-1 and depicted and identified on Exhibit B-1, and containing approximately 1.5 acres of land, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (see Section 2.1).

**Primary Term:** The period beginning on the Commencement Date and ending on the last day of the fifteenth (15<sup>th</sup>) Lease Year.

**Purchase Option:** As defined in Section 16.25A.

**Purchase Option Notice:** As defined in Section 16.25A.

**Purchase Price:** As defined in Section 16.25A.

**Qualified Appraiser:** means an independent appraiser, selected by Tenant, who is licensed or certified in the state where the assets at issue are located and who has experience valuing assets substantially similar to the type of assets to be appraised.

**Recapture Notice:** As defined in Section 2.5.

**Recapture Option:** As defined in Section 2.5.

**Released Parties:** As defined in Section 8.7.

**Removable Property:** As defined in Section 15.1.

**Renewal Term(s):** The four (4) successive periods of five (5) Lease Years each granted to Tenant to extend the Primary Term.

**Rent:** The Annual Rent and Additional Rent.

**Satisfaction Date:** The later date of (a) Landlord's receipt of written notice of Tenant's waiver of all of its Due Diligence and Permitting Period-related Lease termination rights

pursuant to the provisions of Sections 4.1 and 4.2 and (b) Tenant's receipt of written notice (including any required supporting documentation) of Landlord's completion of all of Landlord's Preliminary Obligations pursuant to the provisions of Section 5.1.

**Separately Assessed:** As defined in Section 3.2A.

**Survey:** As defined in Section 4.1A.

**Taking:** As defined in Section 9.3D.

**Tax Share:** As defined in Section 3.2.

**Taxes:** The ad valorem real property taxes and general assessments imposed by a governmental entity having taxing jurisdiction over the Premises that become due during the Term (from and after the Commencement Date) against the Premises, including the land and any improvements located or to be located thereon, which may be lawfully assessed either in the name of Landlord, the fee owner (if other than Landlord) or Tenant. "Taxes" shall not include any special assessments levied, whether as "tax increment financing" or otherwise. "Taxes" shall also include any increases in Taxes resulting from the execution of this Lease and/or new construction with respect to the Premises or the land or improvements within the tax parcel which constitutes or includes the Premises. "Taxes" shall not include any increases in Taxes resulting from a reassessment due solely to Landlord's sale or other transfer of its interest in and to the Premises or the tax parcel which constitutes or includes the Premises after the Effective Date. "Taxes" shall not include any income, franchise, corporate, estate, inheritance, transfer, succession, profits or revenue taxes. The amount of "Taxes" will be calculated using the full benefit of all discounts, credits and/or abatements that are made available by the taxing authority.

**Temporary Taking:** As defined in Section 9.3C.

**Tenant's Final Plans:** As defined in Section 4.2A.

**Tenant's Improvements:** As defined in Section 4.2A.

**Tenant's Leasehold Estate:** As defined in Section 9.3D.

**Tenant's Preliminary Plans:** As defined in Section 4.2A.

**Tenant's Studies:** As defined in Section 4.1.

**Tenant's Work:** The matters described in Section 5.2A.

**Term:** The Pre-Term and the Primary Term, together with any exercised Renewal Term(s).

**Title Commitment:** Title Company's commitment to issue the Title Policy to Tenant.

**Title Company:** Lenders Title Company, Attn: Teresa Peters at 1501 N. University Avenue, Ste. 100, Little Rock, Arkansas 72207, Phone: 501-537-4180, Email: tpeters@lenderstitle.com.

**Title Cure Period:** As defined in Section 16.25D.

**Title Defects:** As defined in Section 16.25D.

**Title Policy:** The ALTA Owner's Policy of Title Insurance with an ALTA 13 Leasehold Endorsement, subject only to the Permitted Title Exceptions and such policy's standard pre-printed exceptions, to be issued, at Tenant's sole cost, by Title Company.

**Total Taking:** As defined in Section 9.3A.

**Transfer Tax:** As defined in Section 16.25G.

**UETA:** As defined in Section 16.15.

**1.2 Exhibits.** The following Exhibits are attached to, and form a part of, this Lease:

- A-1 – Legal Description of the Premises
- A-2 – Legal Description of the Landlord's Property
- B-1 – Depiction of the Premises
- B-2 – Depiction of Landlord's Property
- C – Memorandum of Lease [FORM]
- D – Subordination, Non-Disturbance and Attornment Agreement [FORM]
- E – Tenant's Preliminary Plans
- F – Lease Commencement and Expiration Agreement [FORM]
- G – Lease Rider

## **ARTICLE II – DEMISE AND USE OF PREMISES, EASEMENTS AND TERM**

**2.1 Demise of Premises; Grant.** Landlord hereby leases the Premises to Tenant for the Term. In conjunction with the leasing of the Premises, Landlord hereby grants to Tenant during the Term, for the benefit of the Premises, the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, for parking, ingress or egress, and the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities serving the Premises.

In addition, Landlord hereby grants to Tenant the non-exclusive right over Landlord's Property for vehicular and pedestrian ingress and egress and parking during the Term of the Lease. Landlord's Property shall only be for use by the employees, customers, and guests of Tenant; provided, however, such use shall not interfere or conflict with the normal and customary use of Landlord's Property by the Landlord, its employees, customers, patrons, and other invitees. In no event shall Tenant be permitted to construct any direct vehicular connection between the Premises and the Landlord's Property. Prior to Landlord selling any part of Landlord's Property, Landlord and

Tenant shall enter into an access easement or agreement, mutually agreeable to Landlord and Tenant, whereby an easement shall be reserved over part of the Premises and over part of Landlord's Property for the purpose of ingress and egress to and from the Premises, Landlord's Property, E. Highland Drive, Larkwood Drive, and Dayton Avenue.

**2.2 Renewal Terms.** So long as Tenant is not in default under this Lease beyond the applicable notice and cure period as of the commencement date of the applicable Renewal Term, each Renewal Term shall automatically take effect unless Tenant notifies Landlord in writing at least one hundred eighty (180) days in advance of the then current Term expiration date that the Lease will expire on its then current expiration date. Except as otherwise specifically set forth in this Lease, all of the provisions of this Lease that apply during the Primary Term shall apply during each exercised Renewal Term.

**2.3 Use of the Premises.** The Premises shall initially be used only for the Initial Use. After complying with the Covenant to Open and the Covenant to Operate (see Section 2.4), Tenant shall have the right to change the use of the Premises, without Landlord's consent to any other lawful restaurant use.

**2.4 Tenant's Covenants to Open and Operate and Right to Go Dark.** Subject to any pre-Possession Date termination rights of Tenant set forth in this Lease, and subject to Article XIV concerning a Force Majeure Event, Tenant covenants and agrees, within eighteen (18) months following the Commencement Date, to (a) open to the public for business at the Premises as the Initial Use (the "Covenant to Open") and (b) following such opening keep open to the public for business at the Premises (the "Covenant to Operate"). Notwithstanding the occurrence of a Discontinuance or Force Majeure Event, Tenant shall at all times continue to pay all Rent due under this Lease and otherwise comply with all of the other obligations of Tenant under this Lease requiring the payment of money to the Landlord.

If there has not been a Force Majeure Event and Tenant has (w) not opened to the public for business at the Premises by the last day of the eighteenth (18<sup>th</sup>) month after the Commencement Date, (y) after such opening, not kept open to the public for business at the Premises in compliance with the Covenant to Operate or (z) after complying with the aforementioned covenants closed to the public for business at the Premises for a period in excess of one hundred twenty (120) consecutive days (other than for a Discontinuance) (a "Go Dark Event"), then, after the expiration of the applicable deadline and continuing until the date Tenant is in compliance with the foregoing covenants, Landlord shall have, as Landlord's sole and exclusive remedy therefor, the right (but not the obligation) to exercise the Recapture Option (as defined in Section 2.5).

**2.5 Landlord's Recapture Option.** If Landlord is (a) herein expressly granted the right and option to terminate this Lease and recapture possession of the Premises (the "Recapture Option"), (b) eligible to exercise the Recapture Option pursuant to the applicable provision(s) of this Lease and (c) elects to exercise the Recapture Option, then Landlord shall deliver thirty (30) days' advance written notice thereof to Tenant (a "Recapture Notice"). Upon receipt of a Recapture Notice from Landlord, Tenant shall have the right to vitiate such election by opening or re-opening (as applicable) to the public for business at the Premises, prior to the expiration of such 30-day period.

If Tenant fails to timely vitiate such election, then, upon the expiration of such 30-day period (provided that Landlord did not timely elect to withdraw the Recapture Notice as herein below provided): (i) Landlord shall promptly pay to Tenant, in cash, the Fair Market Value of the Tenant's Improvements as of the effective date of such termination and recapture; (ii) Tenant shall promptly pay to Landlord, in cash, all unpaid Rent accrued through the effective date of such termination and recapture; (iii) Tenant shall surrender possession of the Premises to Landlord on the effective date of such termination and recapture in good condition, ordinary wear and tear excepted (and otherwise in compliance with the provisions of Section 15.1); (iv) all further rights and obligations of Tenant and Landlord under this Lease shall terminate as of the effective date of such termination and recapture (except for any rights or obligations which shall expressly survive such termination and recapture, including, without limitation, payment of the amounts set forth in clauses (i) and (ii) of this sentence); and (v) this Lease shall otherwise be of no further force or effect whatsoever.

In connection with Landlord's exercise of the Recapture Option, Tenant shall, within thirty (30) days after the date of its receipt of the Recapture Notice, provide to Landlord a written summary of the Fair Market Value, certified as accurate by an officer of Tenant, together with reasonable supporting documentation therefor.

### **ARTICLE III - RENT**

**3.1 Annual Rent; Delivery of Form W-9.** Tenant shall pay Annual Rent to Landlord, at the address set forth in Section 1.1 (or at such other address as may subsequently be designated by Landlord, in writing, at least thirty (30) days in advance), in equal monthly installments, prorated for any partial calendar month(s), on the Commencement Date and the first day of each subsequent calendar month throughout the Term (except that if the Commencement Date is not the first day of a calendar month, then the first such monthly installment shall be due on the first day of the calendar month immediately following the Commencement Date and include a pro-rated payment for the partial calendar month in which the Commencement Date occurred). Annual Rent shall be paid, in advance, without notice or demand and, except as otherwise expressly permitted in this Lease, without set-off or deduction, in accordance with the schedule set forth in Section 1.1. In connection with the commencement of Tenant's Rent payment obligations under this Lease, Landlord agrees to deliver a duly executed and completed Form W-9 or its equivalent (the "Form") to Tenant at least five (5) days prior to the Commencement Date. Landlord acknowledges that Tenant will be unable to process and make any Rent payments unless and until it has received the Form from Landlord and, accordingly, Tenant shall not be deemed to be in default under this Lease, nor responsible for any late charges and/or Interest, if its initial Rent payment(s) are delayed due to Landlord's failure to timely deliver the Form to Tenant; provided, however, Tenant shall promptly pay to Landlord any Rent delayed as a consequence thereof upon its receipt of the Form from Landlord.

**3.2 Taxes.** Tenant shall pay prior to delinquency all of the Taxes imposed upon the Premises, calculated as described below, that are assessed and become due during the Term (from and after the Commencement Date) (the "Tax Share"), by paying to the Landlord one-twelfth (1/12<sup>th</sup>) of the Tax Share as and when monthly installments of Annual Rent are paid to the Landlord as "additional rent." Landlord shall then timely remit the Tax Share to the appropriate taxing

authority prior to their delinquency. Such amounts for the years in which this Lease commences and terminates shall be prorated between Landlord and Tenant as of such dates. Tenant shall also pay prior to delinquency any and all personal property taxes levied against Tenant's furniture, trade fixtures, equipment and other personal property at the Premises during the Term (from and after the Commencement Date) directly to the appropriate taxing authority and any form of sales tax. Notwithstanding any other provision herein, except in the circumstance in which the Tenant is in default of its obligations under this Section 3.2, Tenant shall not be liable for any interest, charges, penalties, or fees, due to Landlord's failure to fulfill its obligations under this Section 3.2, and Landlord shall defend, indemnify, and hold Tenant harmless for any losses, costs, attorneys' fees, due to Landlord's failure to fulfill its obligations under this Section 3.2.

**A. Allocation; Calculation and Payment of Tax Share.** For purposes of this Section 3.2, "**Separately Assessed**" means that the taxing authority has created a unique identification number and issues tax bills for a parcel of land consisting solely of the Premises. Until the Premises is Separately Assessed, the Tax Share shall be the sum of (i) the amount of taxes assessed specifically against the Tenant's Improvements only, and (ii) the product obtained by multiplying such taxes assessed against the land comprising the tax parcel of which the Premises is a part by a fraction, the numerator of which is the area in square feet of the Premises and the denominator of which is the total area in square feet of the tax parcel of which the Premises is a part. Upon the Premises being Separately Assessed, the Tax Share shall be the Taxes imposed upon the Premises. Tenant shall pay the Tax Share that becomes due during the Term (from and after the Commencement Date) to the Landlord as set forth in Section 3.2 above; Tenant shall receive the tax bills directly from the taxing authority. Within fifteen (15) days after the date of Landlord's receipt of a request from Tenant for evidence of its timely and full payment of any Taxes, Landlord shall forward to Tenant an official receipt therefor from the taxing authority or, if no such receipt has been received by Tenant, other reasonable evidence thereof. If Landlord receives any tax bill for the Premises, then Landlord shall promptly provide the same to Tenant and the parties shall work together to cause the taxing authority to adjust its records so that all subsequent tax bills for the Premises are sent directly to Tenant. Tenant shall have the right, at Tenant's sole option (and with Landlord's cooperation), to cause the Separately Assessed Premises' tax bills to be sent directly to Tenant.

**B. Contest.** Tenant shall have the right, at Tenant's sole cost, to initiate and prosecute any proceedings permitted by Law for the purpose of obtaining an abatement of Taxes or of otherwise contesting the validity or amount of any Taxes paid or payable by Tenant. If required, Tenant may take such action in the name of Landlord, who shall cooperate with Tenant to such extent as Tenant may reasonably require so that such proceedings can be brought to a successful conclusion. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all Claims incurred in the prosecution of such proceedings by Tenant, which indemnification shall survive the expiration or any earlier termination of this Lease.

#### **ARTICLE IV – CONTINGENCIES**

**4.1 Due Diligence and Permitting Period.** During the Due Diligence and Permitting Period,

Tenant shall have the right (but not the obligation, unless otherwise expressly provided herein below) to do (or cause to be done), at Tenant's sole cost, the below-described surveys, examinations, tests, studies, investigations and reviews (collectively, "Tenant's Studies"). During the Due Diligence and Permitting Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period if the results of Tenant's Studies are not satisfactory to Tenant. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Period shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

**A. Survey.** During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, have the Premises and Landlord's Property surveyed by a duly licensed professional surveyor (the "Survey"). If the legal description of the Premises as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-1), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. If the legal description of the Landlord's Property as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-2), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. Simultaneously with the amendment to Exhibits A-1 and A-2 pursuant to this Section 4.1A, Exhibits B-1 and B-2 shall be amended by substituting the Survey for the depictions set forth on such Exhibits as of the Effective Date.

**B. Title.** During the first sixty (60) days of the Due Diligence and Permitting Period, Tenant shall order and review the Title Commitment. If such initial Title Commitment, the Survey or a visual inspection of the Premises reveals any exceptions, matters of record, conditions or other matters unacceptable to Tenant, then Tenant shall notify Landlord thereof in writing, with specificity, prior to the close of business on the ninetieth (90<sup>th</sup>) day of the Due Diligence and Permitting Period. Any objections not made by Tenant prior to the close of business on the ninetieth (90<sup>th</sup>) day of the Due Diligence and Permitting Period shall be deemed waived. Upon receipt thereof, Landlord shall determine which of Tenant's objections, if any, to cure and deliver detailed written notice thereof to Tenant (the "Cure Notice") prior to the close of business on the fifth (5<sup>th</sup>) day after receiving such notice (also referred to herein as a "Cure Deadline"). If Landlord notifies Tenant that it does not intend to cure certain of Tenant's objection(s) by the Cure Deadline or fails to timely deliver the Cure Notice, then Tenant shall, as its sole and exclusive remedy options, either (i) terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), or (ii) waive such uncured objection(s) by delivering written notice of such election to Landlord prior to the close of business on the last day of

the Due Diligence and Permitting Period. If Tenant elects remedy option (ii) of the preceding sentence, then such waived uncured objection(s) shall, for purposes hereof, be deemed to be Permitted Title Exceptions as of the end of the Due Diligence and Permitting Period (provided, however, all such uncured objection(s) that Landlord has promised in the Cure Notice to cure by a Cure Deadline shall not be deemed to be Permitted Title Exceptions). If Landlord promises, in the Cure Notice, to attempt to cure certain of Tenant's objection(s) and is unable to cure any such objections and Tenant does not elect to waive such uncured objections, then Tenant, may, as its sole and exclusive remedy option, terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination) by delivering written notice to Landlord; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

**C. Tests, Studies and Investigations.** During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, and at Tenant's sole cost and expense, conduct such tests, studies and investigations as Tenant deems appropriate to determine the Premises' suitability for the Initial Use, including, without limitation, geotechnical soils tests. Landlord shall cooperate with Tenant's reasonable requests for information and/or assistance in connection with such tests, studies and investigations (Tenant shall reimburse Landlord for any out-of-pocket cost to Landlord resulting from such cooperation).

**D. Entry.** From and after the Effective Date, unless or until this Lease is terminated by either party pursuant to a right to do so herein contained, Tenant's representatives may enter onto the Premises to perform the Survey and/or to conduct the tests, studies and investigations described in Section 4.1C. Tenant shall promptly repair any damage to the Premises caused by such entry and/or tests, studies and investigations and agrees to indemnify, defend and hold harmless Landlord from and against any and all Claims resulting therefrom, which repair obligation and indemnification shall survive the expiration or any earlier termination of this Lease; provided, however, the foregoing indemnification shall not extend to any Claims resulting from the mere discovery by Tenant of the existence of any Hazardous Materials.

**E. Document Deliveries.** Within the first ten (10) days of the Due Diligence and Permitting Period, Landlord shall deliver to Tenant, if and to the extent possessed by Landlord and not previously delivered, copies of any and all documents in Landlord's possession which pertain to the Premises, including, but not limited to, surveys, third-party reports, tests or studies, title materials (including copies of all exception documents referenced in Landlord's title policy), environmental assessments and land use approvals.

**4.2 Permitting.** During the Due Diligence and Permitting Period, Tenant shall prepare the plans and specifications described in Section 4.2A and promptly apply for, and thereafter use diligent, good faith efforts to pursue and attempt to obtain, all of the permits, licenses and/or governmental approvals described in Section 4.2B. During the Due Diligence and Permitting

Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period (as the same may have been extended pursuant to the provisions of Section 4.2C) if, despite Tenant's prompt application for and subsequent use of diligent, good faith efforts to pursue and attempt to obtain, all such permits, licenses and/or governmental approvals have not been obtained by Tenant prior to the end of the Due Diligence and Permitting Period. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Periods shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

**A. Preparation of Tenant's Plans.** Landlord acknowledges that Tenant intends to construct the Building and other related improvements upon the Premises (collectively, "Tenant's Improvements"). Prototypical plans for Tenant's Improvements and signs (collectively, "Tenant's Preliminary Plans") are attached as Exhibit E; provided that, if Tenant's Preliminary Plans were not available to be initially attached hereto, then Tenant's Preliminary Plans shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease.

Within the first ninety (90) days of the Due Diligence and Permitting Period, Tenant shall prepare a full set, in Adobe Acrobat (.pdf) electronic file format (via e-mail and/or on a CD, thumbdrive, or similar device), of detailed, site-specific plans and specifications for Tenant's Improvements and signs (collectively, "Tenant's Final Plans"), which shall be based upon Tenant's Preliminary Plans.

Tenant shall be required to submit Tenant's Final Plans or any other additional plans or specifications to Landlord for its review and/or approval. Tenant shall submit Tenant's Final Plans to Landlord for its review and approval, which approval shall (i) not be unreasonably withheld, conditioned or delayed and (ii) be deemed given if no written response is delivered to Tenant within ten (10) days after the date of Landlord's receipt of Tenant's Final Plans. In the event of Landlord's disapproval of Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval and the modifications required in order for Tenant's Final Plans to gain such approval. In no event shall Landlord's failure to approve Tenant's Final Plans be based upon Tenant's design if it does not materially deviate from the design depicted in Tenant's Preliminary Plans. If Landlord has timely and appropriately disapproved Tenant's Final Plans (as initially submitted), then Tenant may cause the same to be modified (to address the issues causing such disapproval) and resubmitted to Landlord within thirty (30) days after the date of Tenant's receipt of written notice thereof from Landlord and Landlord shall notify Tenant, in writing, of its approval or disapproval of such modified Tenant's Final Plans within ten (10) days after the date of its receipt thereof. If Landlord does not timely respond, in writing, to the resubmission of such modified Tenant's Final Plans, then such modified Tenant's Final Plans shall be deemed to have been approved by Landlord. In the event of Landlord's disapproval of such modified Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval

and the additional modifications that Tenant must make in order for Tenant's Final Plans to gain such approval (and the foregoing modification, resubmission and response procedures/deadlines shall again apply).

Tenant shall submit Tenant's Final Plans to the appropriate governmental permitting/licensing/approving authorities for review. Tenant agrees to construct Tenant's Improvements in substantial accordance with Tenant's Final Plans.

**B. Permits, Licenses and/or Governmental Approvals.** Following the preparation of Tenant's Final Plans pursuant to the provisions of Section 4.2A and throughout the remainder of the Due Diligence and Permitting Period, Tenant shall promptly apply for and thereafter use diligent, good faith efforts to pursue and attempt to obtain, at Tenant's sole cost, all permits, licenses and/or governmental approvals necessary for the construction of Tenant's Improvements and/or the Initial Use. These may include, without limitation, a license to sell alcoholic beverages to the public, any required signage on the Premises, in the approximate locations and sizes depicted in Tenant's Preliminary Plans) and construction permits (and when such construction is complete, a "final" certificate of occupancy for the Premises). Tenant shall pay any and all impact fees or other charges or fees based, wholly or in part, upon the proposed construction of Tenant's Improvements and/or the Initial Use.

**4.3 Memorandum of Lease; Recordation.** Landlord and Tenant agree that this Lease shall not be recorded. A memorandum of this Lease substantially in the form of Exhibit C (the "Memorandum of Lease") shall be duly executed by both Landlord and Tenant either concurrently with their execution of this Lease or during the first sixty (60) days of the Due Diligence and Permitting Period (and a fully-executed original thereof shall be delivered to Tenant), and may be filed in the official public records of the county in which the Premises is located, at Tenant's sole expense, at any time thereafter. Landlord and Tenant agree that promptly after the Commencement Date, a "Lease Commencement and Expiration Agreement" substantially in the form of Exhibit F shall be executed by each party in order to confirm the Commencement Date and establish the date of the expiration of the Term (notwithstanding Tenant's exercise of any Renewal Terms).

## **ARTICLE V – PRELIMINARY, DELIVERY AND POST-DELIVERY OBLIGATIONS**

**5.1 Landlord's Delivery.** Landlord shall deliver vacant and exclusive possession of the Premises to Tenant within one (1) day after the Satisfaction Date (the "**Delivery Deadline**"). For purposes of this Section 5.1A, unless otherwise expressly agreed to in a writing signed by the parties, the date of Landlord's delivery of vacant and exclusive possession of the Premises to Tenant and Tenant's acknowledgment and acceptance thereof (the "**Delivery Date**") shall be deemed to have occurred on the later of (x) the date of Tenant's receipt of an original certification, signed by a duly authorized representative (or officer) of Landlord, certifying to Tenant that the Premises is vacant and available for Tenant's exclusive possession and (y) the Satisfaction Date.

**5.2 Tenant's Work.**

**A. Conduct; Trailers; Storage and Staging; Temporary Signage.** Tenant's

Improvements shall be constructed in accordance with Tenant's Final Plans and in compliance with all applicable Laws. For purposes of this Lease, all work items related to the construction of Tenant's Improvements shall be collectively referred to as "Tenant's Work." Tenant's Work shall be performed by or on behalf of Tenant, at Tenant's sole cost. Landlord agrees, subject to Tenant's compliance with all applicable Laws, that Tenant shall, at Tenant's risk for loss, theft, damage and destruction, have the right, during its aforementioned construction period, to place construction and/or hiring trailers on the Premises and to create, at Tenant's sole cost, tool storage, materials staging and trash collection areas thereon. Subject to all applicable Laws, Tenant shall be permitted to hang professionally prepared temporary signage at the Premises indicating that its business will be "Coming Soon" and/or is "Now Hiring" while Tenant's Work is being prosecuted and announcing the "Grand Opening" to the public of such business.

**B. Prosecution and Completion.** Tenant covenants and agrees: (i) once commenced to prosecute Tenant's Work in good faith and with commercially reasonable diligence (free of and from any unreasonable construction-related rules, restrictions or limitations imposed and/or enforced by Landlord or others, during normal working hours); and (ii) to complete Tenant's Work (as evidenced by the issuance of a "final" certificate of occupancy for the Premises) by the eighteen (18) month anniversary of the date of its commencement thereof (the "**Construction Completion Deadline**"). Notwithstanding any of the foregoing, if prior to the Construction Completion Deadline there is a Force Majeure Event, the Construction Completion Deadline shall be extended for each day of the Force Majeure Event, but not longer than one hundred twenty (120) days.

Notwithstanding anything in Section 2.4 to the contrary, if Tenant commences Tenant's Work but there has been no Force Majeure Event and Tenant fails to complete the same by the Construction Completion Deadline (but is otherwise in compliance with the provisions of this Lease), then Landlord's remedies therefor shall be to exercise the Recapture Option (see Section 2.5).

## **ARTICLE VI – MAINTENANCE OBLIGATIONS AND INSPECTIONS**

**6.1 Tenant's Maintenance Obligations.** Tenant shall, at all times during the Term and at its own cost, keep and maintain all of Tenant's Improvements located and/or to be located upon the Premises, including, without limitation, the Building, Premises' landscaping, the HVAC, sewage disposal, drainage, lighting, irrigation, exhaust and grease trap systems exclusively serving the Premises, in a good condition and state of repair and in compliance with all applicable Laws.

**6.2 Landlord's Maintenance Obligations.** Landlord shall have no maintenance or repair duties with respect to the Premises.

**6.3 Utility Services.** Prior to the Commencement Date, Landlord shall cause, at Landlord's sole cost and expense, water, wastewater, electricity and gas services and lines to be provided to the boundary line of the Premises. From and after the Possession Date, Tenant shall timely pay all charges for water, sewer, electricity, telephone, gas and other utilities supplied to the Premises for use by Tenant and for the regular removal of trash from the Premises. All utilities shall be separately metered to the Premises and separately billed to Tenant.

**6.4 Landlord's Right of Entry.** Except in the event of an emergency, Landlord and/or its property manager may enter and inspect the Premises on weekdays between 10:00 a.m. and 5:00 p.m., so long as such inspection is scheduled at least twenty-four (24) hours in advance with Tenant's general manager at the Premises.

## **ARTICLE VII – TENANT'S ALTERATIONS AND OTHER CHANGES**

**7.1 Tenant's Alterations.** Subject to all applicable Laws, Tenant, at Tenant's sole cost, may make alterations to the Building and/or any other improvements (including signage) on the Premises without Landlord's prior consent. Tenant, at Tenant's sole cost, shall obtain any and all necessary permits, licenses and/or governmental approvals before commencing any alterations.

## **ARTICLE VIII – INSURANCE AND INDEMNIFICATIONS**

### **8.1 Tenant's Insurance Requirements.**

**A. Tenant's Liability Insurance.** Beginning on the Possession Date and throughout the Term, Tenant shall maintain commercial general liability insurance, including contractual liability coverage, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) general aggregate for injuries or death to persons, and in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for damage to property, occurring on the Premises. Tenant's liability insurance policy shall include liquor liability coverage if Tenant sells alcoholic beverages at the Premises. Tenant shall name Landlord as an additional insured under Tenant's liability insurance policy and, upon written request, Tenant shall also name Landlord's property manager and/or Landlord's mortgagee, if any, as additional insureds under Tenant's liability insurance policy. In the event of any injury, death or property damage occurring on the Premises, Tenant's liability insurance policy shall respond first regardless of any similar coverage maintained by Landlord thereon.

**B. Tenant's Property Insurance.** Beginning on the Possession Date and throughout the Term, Tenant shall maintain "special form causes of loss" fire and extended coverage property insurance for the full replacement cost of the Building. All payments from Tenant's property insurance policy shall be made to Tenant. Landlord shall promptly sign and deliver any commercially reasonable documents that are necessary in connection with the settlement of any claim with Tenant's insurance company.

**8.2 Other Coverage.** Tenant shall maintain worker's compensation insurance in the statutorily required amount(s) or such other alternative coverage(s) as may be permitted under the Laws of the state in which the Premises is located.

**8.3 General Requirements.** All insurance policies required to be maintained by Tenant shall be written by insurance companies authorized to do business in the state in which the Premises is located and having a minimum rating of A-/VIII in the most current A.M. Best Company's Key Rating Guide (or its international equivalent). Liability insurance policies shall be written on a

"per occurrence" basis. Tenant shall have its insurer provide thirty (30) days' advance written notice to Landlord of the cancellation or non-renewal of any insurance policy required hereunder, or of any reduction in coverage below the amounts required herein.

**8.5 Master Policies.** It is agreed that the insurance coverages required herein may be maintained as part of master or umbrella policies of insurance covering other property of Tenant.

**8.6 Certificates.** Tenant shall, within thirty (30) days after the date of its receipt of a written request, provide a certificate of insurance to Landlord reflecting the coverages required of it hereunder; provided, however, Tenant shall not be required to provide such a certificate more than once every twelve (12) months. Notwithstanding the foregoing, however, Tenant agrees to deliver to Landlord a certificate of each policy of insurance that Tenant is required to maintain hereunder upon or prior to Landlord's delivery of possession of the Premises to Tenant.

**8.7 Waiver of Subrogation.** Landlord and Tenant each releases the other and the other's officers, members, partners, owners, directors, agents (including, without limitation, any managing agent, management company and property manager) and employees (individually and collectively, the "Released Parties"), from any and all liability for loss or damage to the releasing party's respective property, which loss or damage is covered by insurance (or self-insurance) required to be carried hereunder. The foregoing waiver shall apply regardless of the cause, including, but not limited to, Claims caused by any of the Released Parties. If either party maintains a deductible or self-insured retention, it is intended that the foregoing release include the amount of any such deductible or self-insured retention carried by the releasing party. Landlord and Tenant shall each cause its respective property insurance carrier to waive all rights of recovery against the Released Parties with respect to any such loss or damage.

**8.8 Indemnifications.** Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims resulting from or otherwise associated with any injuries to persons or damage to property occurring on the Premises during the Term, except to the extent arising from the negligence, unlawful actions, breach of this Lease, or willful actions of Landlord, its employees, officers, contractors, agents, invitees, or representatives.

**8.9 Hazardous Materials.**

**A. Compliance.** Tenant covenants and agrees that Tenant shall, at all times during the Term and at Tenant's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of Tenant's business at the Premises by Tenant and its agents, employees and contractors. Landlord covenants and agrees that Landlord shall, at all times during the Term and at Landlord's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of activities in the Landlord's Property by Landlord and its agents, employees and contractors.

**B. Indemnifications Relating to Hazardous Materials.** Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims arising out of a breach by Tenant of its obligations set forth

in Section 8.9A. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all Claims (i) arising out of a breach by Landlord of its obligations set forth in Section 8.9A or (ii) regarding any Hazardous Materials existing on the Premises prior to the Possession Date, except to the extent, if any, that the same were introduced by Tenant (or by Tenant's agents, employees or contractors); provided, however, the mere discovery by Tenant of existing Hazardous Materials at or near the Premises shall not be deemed to be an introduction by Tenant (or by Tenant's agents, employees or contractors), and Tenant shall have no liability or obligation therefor. For purposes of this Section 8.9B, "Claims" shall include, without limitation, reasonable expenses relating to investigation, reporting, monitoring and remediation as required by the appropriate governmental authority. The indemnifications set forth in this Section 8.9B shall survive the expiration or any earlier termination of this Lease.

**C. Notification.** Each party agrees that should it receive notice of (i) any violation of any Laws related to Hazardous Materials in, on, at, under or near the Premises or (ii) the escape or release of any Hazardous Materials in, on, at, under or near the Premises, such party shall promptly notify the other thereof in writing.

**D. Use of Hazardous Materials.** Neither party shall itself, or knowingly permit its agents, employees or contractors to, use, generate, manufacture, produce, store, release or dispose of any Hazardous Materials in, on, at, under or near the Premises. However, the foregoing is not intended to prohibit either party from using customary cleaning and/or pest control chemicals so long as such chemicals are used in accordance with their manufacturer's specifications and all applicable Laws.

## ARTICLE IX – CASUALTY AND CONDEMNATION

### **9.1 Damage to or Destruction of the Premises.**

**A.** If Tenant's Improvements should be damaged or totally destroyed by fire or other casualty at any time during the Term, then Tenant shall promptly deliver written notice thereof to Landlord.

**B.** If Tenant's Improvements should be non-materially damaged by fire or other casualty at any time during the Term, then Tenant (in addition to promptly delivering the notice described in Section 9.1A) shall (i) at all times continue to pay all Rent due under this Lease, (ii) be obligated, at Tenant's sole cost, to promptly restore Tenant's Improvements to their prior condition and (iii) be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

**C.** If Tenant's Improvements should be materially damaged or totally destroyed by fire or other casualty at any time during the Pre-Term, the Primary Term or the Renewal Term, then Tenant shall, at Tenant's sole cost, promptly, after receiving all insurance proceeds due to such material damage or total destruction, proceed with all reasonable

diligence to rebuild and repair Tenant's Improvements to substantially the condition in which they existed prior to such fire or other casualty and be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

9.2 **Intentionally deleted.**

9.3 **Condemnation.**

A. **Total Taking.** If all or a material portion of the Premises (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation or in lieu thereof (in either event, a "**Total Taking**"), then the Term shall cease and terminate as of the date of title vesting in the condemning authority pursuant to such Total Taking and all Rent due under this Lease shall be paid up to such date by Tenant (such termination to be otherwise in accordance with the provisions of Section 15.1). In the event of such termination, any Rent due for the last partial calendar month of Tenant's possession of the Premises shall be prorated, and any Rent paid in advance shall be promptly refunded to Tenant. In the event of any pending or threatened condemnation of less than all of the Premises, Tenant shall, prior to the date of title vesting in the condemning authority but not less than thirty (30) days after the date of Tenant's receipt of written notice of such pending or threatened condemnation from Landlord, notify Landlord, in writing, if Tenant has elected to terminate this Lease for any Total Taking-related loss of a material portion of the Premises.

B. **Partial Taking.** If only a portion of the Premises shall be (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation in lieu thereof and it is reasonably determined by Tenant that the remaining balance(s) thereof will permit Tenant to continue to successfully operate its business at the Premises (with specifically, among other required attributes, adequate access to and sufficient parking for Tenant's Permitted Use of the Premises – i.e., that the portion so taken was not "material" – in either event, a "**Partial Taking**"), which determination shall be presumed if Tenant fails to deliver the termination notice described in Section 9.3A to Landlord within the period described therein, then Tenant, at Tenant's sole cost (subject to reimbursement from any condemnation award to which Tenant is entitled as provided in Section 9.3D), shall promptly proceed with reasonable diligence to restore the Premises to a condition reasonably comparable to the Premises' condition at the time of such condemnation, less the portion of the Premises lost in such Partial Taking (if any), and this Lease shall continue in full force and effect but with a reduction of Rent (effective as of the date of title vesting in the condemning authority pursuant to such Partial Taking) to equitably reflect the diminished utility or value of the Premises (but only if such utility or value is diminished, in Tenant's sole determination).

C. **Temporary Taking.** If, at any time during the Term, Tenant's possessory rights, occupancy rights or leasehold interest in and to all or any portion of the Premises shall be taken on a temporary basis (i.e., for a projected period of ninety (90) or fewer days) for any public or quasi-public use or purpose (a "**Temporary Taking**") and Tenant determines

that the remaining balance thereof (if any) will not permit Tenant to successfully operate its business at the Premises during the period of such Temporary Taking, then: (i) Tenant shall not be required to operate its business at the Premises during the period of such Temporary Taking and, if Tenant ceases to operate because of such Temporary Taking, then all Rent due under this Lease during such period of non-operation shall be abated; (ii) if such Temporary Taking causing Tenant's non-operation continues for a period in excess of ninety (90) days, then, at Tenant's option, such Temporary Taking shall be deemed either a Partial Taking or a Total Taking for purposes of this Section 9.3; and (iii) if such Temporary Taking does not cause Tenant's non-operation but continues for a period in excess of ninety (90) days, then such Temporary Taking shall be deemed a Partial Taking for purposes of this Section 9.3.

**D. Condemnation Notice and Award.** A party who receives a condemning authority's notice of intention to pursue a Total Taking, Partial Taking or Temporary Taking (in any event, a "Taking") shall promptly deliver a copy of such notice to the other party. If any Taking occurs (or is threatened), Landlord and Tenant agree to cooperate in good faith with each other in applying for any award and in prosecuting any claim related to such Taking. In that regard, Landlord and Tenant further agree that the aggregate net award pertaining to the Premises (the "Award") shall be made payable to both Landlord and Tenant and be paid and distributed as follows:

(i) In the event of a Temporary Taking of all or a portion of the Premises, the entire Award shall be paid to Tenant (but if such Temporary Taking extends beyond the expiration of the Term, then the portion relating to the period of time after the date of expiration shall be paid to Landlord);

(ii) In the event of a Partial Taking of a portion of the Premises, Tenant shall receive a sum from the Award equal to the Fair Market Value of the portion of Tenant's Improvements taken as of the date immediately prior to the date of such Partial Taking and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the portion of the Premises taken (exclusive of the Fair Market Value of the portion of Tenant's Improvements taken) as of the date immediately prior to the date of such Partial Taking;

(iii) In the event of a Total Taking, Tenant shall receive a sum from the Award equal to the Fair Market Value of Tenant's Improvements as of the date immediately prior to the date of such Total Taking plus the value of Tenant's Leasehold Estate (as defined below) and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the Premises (exclusive of the Fair Market Value of Tenant's Improvements) as of the date immediately prior to the date of such Total Taking;

(iv) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above, Tenant shall be entitled to receive any portion of the Award allocated to the cost of relocating Tenant's removable

furniture, fixtures and equipment and for Tenant's loss of business, regardless of whether this Lease is terminated; and

(v) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above and part (iv) above, Landlord shall be entitled to receive the balance of the Award remaining after giving effect to the foregoing provisions of this Section 9.3D.

For purposes of this Section 9.3D, "Tenant's Leasehold Estate" means the rights and interests granted to Tenant under this Lease. Any Taking-related termination of this Lease shall not affect the rights of the parties to receive their respective portions of the Award.

## **ARTICLE X – REPRESENTATIONS AND WARRANTIES**

**10.1 Representations and Warranties of Landlord.** Landlord makes the following representations and warranties to Tenant, each of which is (i) material and being relied upon by Tenant in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Landlord shall promptly notify Tenant thereof, in writing, and Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord at any time thereafter until such time as the Possession Date has occurred; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

A. Landlord is a duly constituted and validly existing limited liability company under the Laws of the State of Arkansas and is authorized to do business in the State of Arkansas.

B. Landlord has the full right, power and authority to enter into and perform Landlord's obligations pursuant to this Lease and to lease the Premises to Tenant and grant the easements, rights and/or licenses set forth in this Lease in the manner contemplated herein without the consent, approval or joinder of any other person or entity.

C. Landlord owns all of the real and personal property described in this Lease as the Premises.

D. No person or entity other than Tenant has a right to possession of all or any part of the Premises.

E. To be best of Landlord's knowledge, the Premises are compliance with all environmental Laws and no Hazardous Substances have been used, stored, disposed of or released on the Premises in violation of any environmental Law. Without limiting the generality of the foregoing, there is no mold, mildew or similar material present at the Premises.

F. Landlord has not received any written notice of, and has no knowledge of, any violation of any zoning, building, environmental, ecology, health and public safety, subdivision, land sales or similar law, rule, ordinance or regulation, pertaining to the Premises or any portion thereof which has not been complied with. Landlord has not received any written notice that, and has no knowledge that, it is in default under any of the covenants, easements or restrictions or other title documents encumbering the Premises or any portion thereof.

G. Landlord is not the subject of any existing, pending, threatened or contemplated bankruptcy, solvency or other debtor's relief proceeding.

H. There are no existing contracts for the sale of the Premises or any constituent or portion thereof, and there are no existing rights of first refusal or options to purchase the Premises.

Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all Claims incurred by Tenant as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

**10.2 Representations and Warranties of Tenant.** Tenant makes the following representations and warranties to Landlord, each of which is (i) material and being relied upon by Landlord in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Tenant shall promptly notify Landlord thereof, in writing, and Landlord shall have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), at any time thereafter until such time as the Possession Date has occurred.

A. Tenant is a duly constituted and validly existing limited liability company under the Laws of the State of Louisiana and is authorized to do business in the State of Arkansas.

B. Subject to the provisions of Section 4.1, Tenant has the full right, power and authority to enter into and perform Tenant's obligations pursuant to this Lease without the consent, approval or joinder of any other person or entity.

C. Tenant is not now involved in any pending, or aware of any threatened, proceeding, claim or controversy which affects or may affect Tenant's ability to perform its obligations under this Lease.

D. To Tenant's actual knowledge, no provision of this Lease violates any agreement, order or decree to which Tenant is a party or by which Tenant is bound. To Tenant's knowledge, no provision of this Lease violates any Law to which Tenant is subject or by which Tenant is bound.

Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims incurred by Landlord as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

## **ARTICLE XI – ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS**

### **11.1 Assignment or Subletting by Tenant.**

A. Tenant shall not be allowed to assign or sublet the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Landlord shall consent to the sublease or assignment of this Lease, and the Tenant and guarantor, if any, shall be released from their respective obligations under this Lease, provided the subtenant or assignee is a "Qualified Substitute Tenant" which means an entity or individual (i) that is an approved franchisee of the Franchisor (as defined in Exhibit G), or (ii) who has Tangible Net Worth in excess of \$4,000,000 and Liquid Assets in excess of \$250,000; (a) "Tangible Net Worth" means total consolidated assets, less intangible assets, less total consolidated liabilities; and (b) "Liquid Assets" means cash, time deposits, certificates of deposits commercial paper and money market accounts or similar investments so long as such are not pledged, encumbered, hypothecated, subject to rights of offset or otherwise restricted. Tenant shall provide to Landlord evidence of such Tangible Net Worth and Liquid Assets upon the request of Landlord.

B. Except for an assignment effectuated pursuant to Section 11.1(A) above, no assignment of this Lease or subletting of the whole or a portion of the Premises shall, without the prior written consent of Landlord, be deemed to constitute a novation or in any way release Tenant from further performance of the obligations of the "Tenant" under this Lease, and Tenant and all of its direct and indirect assignees and sublessees, if any, shall continue to be jointly and severally liable for the performance of the obligations of the "Tenant" under this Lease for the remainder of the Primary Term or Renewal Term, as applicable, with the same force and effect as if no such assignment or subletting had been made. Notwithstanding anything in this Lease to the contrary, except for an assignment effectuated pursuant to Section 11.1(A) above, no such assignment shall, without the prior written consent of Landlord, operate to relieve Tenant of any liabilities and obligations under this Lease that accrue prior to the last day of the Primary Term or, if applicable, the Renewal Term expiring after the effective date of such assignment.

**11.2 Transfers of Landlord's Interest; Limitation of Landlord's Liability.** Landlord may sell, transfer or assign Landlord's interest in and to the Premises or this Lease at any time and, in such event, shall be relieved of Landlord's liabilities and obligations under this Lease to the extent such liabilities and obligations accrue after the effective date of such sale, transfer or assignment; provided, however, such purchaser, transferee or assignee agrees, in writing, to assume all of Landlord's unaccrued liabilities and obligations hereunder and to perform such unaccrued liabilities and obligations to the full extent required. Notwithstanding anything in this Lease to the

contrary, no such sale, transfer or assignment shall operate to relieve Landlord of any liabilities and obligations under this Lease that accrue prior to the effective date of such sale, transfer or assignment, nor shall Landlord be relieved of any liabilities and obligations under this Lease if and to the extent Landlord retains ownership of any other property that was made subject to any easements, rights, licenses or restrictions by this Lease.

**11.3 Estoppel Certificates.** Within ten (10) days after the date of its receipt of a written request therefor, either Landlord or Tenant shall execute, acknowledge and deliver to the other, any current or prospective lender to either party or any prospective purchaser from or investor in either party, without charge, a commercially reasonable form of written statement certifying, to the party's actual knowledge and to the extent true and accurate: (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified, and describing such modifications); (b) that all Rent payable under this Lease has been paid through the date thereof (or describing the date to which Rent has been paid and the amounts thereof); (c) that no notice of a default has been sent to the party requesting such certification which has not been cured (or if such a notice has been sent, describing what default exists); and (d) the Commencement Date, the scheduled expiration of the Term and which Renewal Terms have been exercised, if any. Provided, however, in no event shall either party be obligated to deliver more than two (2) such statements within any twelve (12) month period during the Term.

## **ARTICLE XII – FEE MORTGAGES; LEASEHOLD MORTGAGES**

**12.1 Fee Mortgages.** Landlord may mortgage its fee interest in the Premises subject to the provisions of Section 12.10 of this Lease. Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of Exhibit D-1 (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s). Such agreement shall be fully executed in recordable form by all parties necessary to make it fully effective and enforceable and delivered to Tenant; either party thereto shall have the right and option, at the recording party's sole cost, to record such agreement at any time thereafter.

**12.2 Mortgaging of the Leasehold.** Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's prior consent, provided that all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease. If, from time to time, Tenant or Tenant's permitted successors or assigns shall encumber this Lease with a Leasehold Mortgage, Landlord agrees that for the duration of such Leasehold Mortgage, the provisions of this Article XII shall apply.

**12.3 Consent to Amendment.** There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section 12.6 and Section 12.7 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms.

**12.4 Notices to Leasehold Mortgagees.** Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in Section 16.3 of this Lease; provided that, the address for notice to the Leasehold Mortgagee shall be the address provided in writing by the Leasehold Mortgagee to the Landlord.

**12.5 Curative Rights of Leasehold Mortgagees.** In addition to the rights granted to Leasehold Mortgagee under Section 12.4 hereof, Leasehold Mortgagee shall have an additional period of thirty (30) days to remedy or cause to be remedied any default of which it receives notice, provided such Leasehold Mortgagee shall reimburse Landlord, at the time of so remedying the default, for all reasonable costs and expenses to Landlord of maintaining, protecting, insuring, and operating the Premises during the additional thirty (30) day period.

**Section 12.6 Limitation Upon Termination Rights of Landlord.** If Landlord shall elect to terminate this Lease by reason of any default of Tenant, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than ninety (90) days from the expiration of the thirty (30) day period specified in Section 12.5 hereof, provided that Leasehold Mortgagee shall have cured, or shall have caused to be cured, any then-existing monetary or nonmonetary defaults (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee) and meanwhile shall pay the Rent and other charges required to be paid under this Lease. Leasehold Mortgagee shall take steps necessary to acquire Tenant's interest and estate in this Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the ninety (90) day period, Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, and all monetary defaults and nonmonetary defaults have been cured (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee), the time for Leasehold Mortgagee to comply with the provisions of this Section 12.6 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

**Section 12.7 Mortgagee Lease.** Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, Landlord shall enter into a lease (the "Mortgagee Lease") of the Premises with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

- (a) Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within thirty (30) days after the date of termination and shall, within thirty (30) days after its receipt from Landlord of a written statement of

all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the exception of sums due by reason of Tenant's indemnification obligations herein).

(b) Leasehold Mortgagee shall pay to Landlord at the time of the execution and delivery of the Mortgagee Lease any sums that at the time of such execution and delivery would be due pursuant to this Lease but for the termination, and in addition, all reasonable attorneys' fees and expenses which Landlord shall have actually incurred.

(c) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease and shall further remedy any other conditions that Tenant was obligated to perform under the terms of this Lease.

(d) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Tenant's Improvements thereon as Tenant had under this Lease and the right to extend this Lease for any Renewal Term.

**Section 12.8 Agreement Between Landlord and Leasehold Mortgagee.** Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) confirming all the provisions of this Article XII, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

**Section 12.9 No Merger.** So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

**Section 12.10 Subordination of Fee Mortgage.** If one or more Leasehold Mortgages is in effect, the following shall apply: (a) all Fee Mortgages shall be expressly subject and subordinate to this Lease, any Mortgagee Lease, and all amendments, modifications, and extensions thereof and shall include the Fee Mortgagee's agreement to execute and deliver to Leasehold Mortgagee an agreement in accordance with Section 12.8 hereof; (b) Landlord shall not enter into any Fee Mortgage that violates this Section 12.10; (c) Tenant shall not subordinate this Lease without the prior written consents of all Leasehold Mortgagees; and (d) concurrently with the execution and delivery of this Lease, Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of **Exhibit D-1** (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s).

## **ARTICLE XIII – DEFAULT AND REMEDIES**

### **13.1 Defaults by Tenant.**

**A. Events of Default.** Any one or more of the following events shall constitute an "Event of Default" under this Lease:

(i) Subject to the provisions of Section 13.1B, any failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord;

(ii) Subject to the provisions of Section 13.1B, any failure of Tenant to perform any covenant or agreement set forth in this Lease (other than a failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord);

(iii) Subject to the provisions of Section 13.1B, any breach by Tenant (due to its own act or omission) of any representation or warranty of Tenant under this Lease; or

(iv) If (a) Tenant (or any transferee of Tenant) makes any assignment, sublet or other transfer of an interest in the Premises in violation of this Lease, (b) Tenant shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present federal bankruptcy act or under any future federal bankruptcy act or under any similar law or statute of the United States or any state thereof, (c) any petition is filed against Tenant pursuant to any section or chapter of the present federal Bankruptcy Act or under any future federal Bankruptcy Act or under any similar law or statute of the United States or any state thereof, and such petition or proceeding is not dismissed within sixty (60) days after filing, (d) Tenant makes a transfer in fraud of creditors, (e) Tenant makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, (f) Tenant dissolves or liquidates or (g) a receiver or trustee is appointed for Tenant or any of the assets of Tenant and such receiver or trustee is not removed within fifteen (15) days after such appointment.

**B. Cure Periods.** If Tenant fails to perform any covenant or agreement set forth in this Lease, or breaches (due to its own act or omission) any representation or warranty of Tenant under this Lease, then such failure or breach shall not be considered an Event of Default unless Tenant fails to cure such alleged failure or breach within thirty (30) days after the date of its receipt of written notice thereof from Landlord, plus such additional time as may reasonably be required to cure the same if such default cannot reasonably be cured within such 30-day period (provided Tenant's curative action is commenced within such 30-day period and thereafter diligently prosecuted).

**C. Remedies.** If an Event of Default occurs, then, unless a specific remedy for such default is expressly provided for elsewhere in this Lease, Landlord shall, as its sole and exclusive remedy options therefor, have the right and option to either: (i) continue this Lease in effect and recover Rent from Tenant from time to time as it falls due; (ii) terminate

Tenant's right to possession of the Premises, without terminating this Lease, and re-enter and repossess the Premises (and recover the damages specified below); (iii) terminate this Lease (and recover the damages specified below); (iv) if the default is non-monetary, cure such default on behalf of Tenant (and the reasonable cost of such curing shall be due and payable to Landlord, as Additional Rent, within ten (10) days after the date of Tenant's receipt of written notice of such costs from Landlord); (v) pursue any other remedies that may be provided for elsewhere in this Lease; or (vi) pursue any other remedies that may otherwise be available to Landlord in equity, including, without limitation, injunctive relief or specific performance. However, if Landlord chooses option (ii) above, Landlord shall not be precluded from later choosing option (iii) above.

(i) **Termination of Possession.** If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, then Tenant shall remain liable to Landlord for the payment of Rent for the remainder of the Term as the same becomes due, and for the payment of any and all reasonable costs incurred by Landlord in connection with a re-letting of the Premises, which re-letting shall be on such terms and conditions as are commercially reasonable under the general market conditions and circumstances at that time; and any amounts received from such re-letting shall be applied against the monetary obligations of Tenant under this Lease. Repossession by Landlord shall not be construed as an election by Landlord to terminate this Lease unless Landlord delivers written notice to Tenant expressly stating that Landlord is terminating this Lease. For purposes of this Section 13.1, "reasonable costs" of re-letting shall be deemed to include, without limitation, the following costs (but only to the extent such costs are reasonable): costs to repair the Premises, brokers' fees and reasonable attorneys' fees incurred in connection with the negotiation of a lease with the new tenant; such "reasonable costs" may also include reasonable costs to alter the Building, but only if (1) the costs of such alterations are reasonable, (2) such alterations are necessary in order to relet the Premises under the general market conditions and circumstances at that time and (3) such costs bear a reasonable relationship to the amount of rental to be gained from the new tenant.

(ii) **Termination of Lease.** If Landlord elects to terminate this Lease, then damages shall be determined in accordance with the following formula:

- (a) the amount of any unpaid Rent that is owed as of the date of termination (including any Interest due in connection therewith); plus
- (b) the net present value of the amount by which any unpaid Rent which would have been owed after the termination date for the remainder of the Term exceeds the amount of rental loss that Tenant proves could have been reasonably avoided through mitigation.

For purposes of clause (b) above, the "net present value" shall be calculated by discounting the amount at the rate of ten percent (10%) per annum.

**13.2 Defaults by Landlord.** Subject to the provisions of Section 11.2, if Landlord breaches (due to its own act or omission) any representation or warranty of Landlord under this Lease or fails to perform any covenant or agreement set forth in this Lease (other than the covenants or agreements set forth in Sections 5.1, 5.2 and 6.2), then Landlord shall have thirty (30) days following the date of its receipt of written notice thereof from Tenant to commence the cure of such alleged breach or failure (i.e., default), plus such additional time as may reasonably be needed to complete the cure of the same. If, upon the expiration of such 30-day period such default is not cured, or if such default cannot reasonably be cured within such 30-day period and Landlord has not commenced the cure of such default within such 30-day period (and thereafter diligently prosecuted such curative action to completion), then Tenant may either (a) pursue any remedies that may be available to it at law or in equity, including, without limitation, injunctive relief or specific performance, or (b) without waiving any other remedies that Tenant may have at law or in equity, cure such default itself on behalf of Landlord and the actual, documented out-of-pocket costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant. Any failure of Landlord to pay the amounts due to Tenant within ten (10) days after the date of Landlord's receipt of such demand shall entitle Tenant to deduct such amounts, plus Interest, from any amounts due to Landlord under this Lease, including Rent subsequently due to Landlord under this Lease, until Tenant has been paid in full and Tenant shall be permitted to deduct amounts sufficient to enable it to be fully reimbursed by the end of the Term).

**13.3 Additional Equitable Remedies; Mitigation.** The remedies of Landlord and Tenant set forth in this Lease in the event of a default shall not preclude either party from pursuing any available equitable remedies, including, but not limited to, specific performance and injunctive relief. In the event of an uncured default, the non-defaulting party shall in each event use reasonable efforts to mitigate its damages.

**13.4 Interest.** Any sums not paid when due from one party to the other shall bear interest from the date due until the date paid in full at a rate per annum ("Interest") equal to the lesser of (a) the highest lawful rate or (b) the then applicable "Prime Rate" (as quoted in The Wall Street Journal, or a successor publication if The Wall Street Journal is no longer published) plus one percent (1%); provided, however, in no event shall such rate exceed twelve percent (12%) per annum.

#### **ARTICLE XIV – FORCE MAJEURE EVENT**

**14.1** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to pay Rent as and when due hereunder or to timely make any other payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from a Force Majeure Event. For the purpose of clarification and certainty, the occurrence of a Force Majeure Event shall not excuse, delay, release, or waive the payment of Rent by the Tenant to the Landlord or any other obligation or the payment of money from an Impacted Party to the other party hereto.

**14.2.** The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force

Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 14.2, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

## **ARTICLE XV – END OF TERM**

**15.1 Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall peacefully and quietly surrender possession of the Premises to Landlord, broom clean, free and clear of any occupants, subtenants, licensees or concessionaires and, furniture, fixtures and equipment (collectively, "**Removable Property**"), and in good condition and state of repair, reasonable wear and tear and loss by casualty excepted. Notwithstanding the preceding sentence, however, Tenant shall, at any time prior to the date of such expiration or earlier termination, have the right, but not the obligation, to enter upon and remove from the Premises any of its remaining Removable Property, subject to an obligation to repair any non-cosmetic damage caused thereby, which repair obligation shall survive such expiration or earlier termination. If, after such surrender of possession, any Removable Property remains at the Premises, then the same shall be deemed to have been abandoned and entitle Landlord to retain and own the same or to dispose of the same, at Landlord's sole cost. In connection with such surrender of possession, Tenant shall also have the right, before the expiration or earlier termination of this Lease, at Tenant's sole cost, to make changes in the appearance of the exterior and/or interior of the Building so as to alter its appearance from that of Tenant's typical trade dress. Such changes may include: (a) removing exterior signage and other decorative elements of a similar nature from the exterior and/or interior of the Building (and repairing any damage caused thereby); and (b) subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), repainting all or part of the exterior and/or interior of the Building so as to change its color(s) from Tenant's typical scheme to a neutral color scheme.

**15.2 Holding Over by Tenant.** Unless otherwise agreed to in writing, if Tenant or any assignee, sublessee or licensee of Tenant fails to fully vacate the Premises upon the expiration or earlier termination of this Lease, then such failure shall constitute and be construed as a tenancy from month-to-month at one hundred twenty-five percent (125%) of the amount of the Annual Rent due in the last month of the expired or earlier terminated portion of the Term (prorated and paid on a monthly basis), subject to all of the other provisions of this Lease (including, but not limited to, the obligation to pay Additional Rent to Landlord). Either Landlord or Tenant shall have the right and option to terminate such month-to-month tenancy upon thirty (30) days' written notice to the other. The foregoing is not intended to grant to Tenant any right to remain in possession of the Premises beyond the expiration or earlier termination of this Lease.

## **ARTICLE XVI – MISCELLANEOUS PROVISIONS**

**16.1 Title to Tenant's Improvements.** Title to Tenant's Improvements upon the Premises only) and to all Removable Property at the Premises shall be vested in and remain in Tenant throughout the Term. Upon the expiration or earlier termination of this Lease, title to Tenant's Improvements shall automatically pass to and become vested in Landlord; subject, however, to

Tenant's right to remove the Removable Property and/or make the alterations described in Section 16.1. Title to any Removable Property remaining at the Premises after the expiration or earlier termination of this Lease shall automatically pass to and become vested in Landlord. Within ten (10) Business Days after the date of Tenant's receipt of Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord, at no cost to Tenant, any commercially reasonable form of quit claim deed, bill of sale and/or assignment instrument deemed necessary by Landlord to evidence such transfer of title.

**16.2 Brokerage Commissions.** Landlord represents and warrants that Landlord has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Tenant represents and warrants that Tenant has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Landlord agrees that it shall be solely responsible for the payment of any and all commissions or fees owed to Broker by reason of the creation or procurement of this Lease pursuant to a separate agreement. Landlord and Tenant shall and do hereby mutually indemnify, defend (with counsel reasonably acceptable to the other) and hold each other harmless from and against any and all Claims in the event any broker, agent or other intermediary alleges that it is owed a commission, fee or other payment by reason of the indemnitor's dealings, negotiations or communications in connection with this Lease or the demise of the Premises; provided, however, the foregoing mutual indemnification shall not extend to the Claims of Broker, which shall be the sole responsibility of Landlord as hereinabove provided. The mutual indemnification set forth in the preceding sentence shall survive the expiration or any earlier termination of this Lease.

**16.3 Notices and Payments.** All notices, demands, requests, consents and other communications required to be given under this Lease shall be in writing and shall be deemed to have been delivered/received, upon receipt or refusal, after being sent by (a) hand delivery by a reputable courier service that maintains a record of delivery, (b) United States certified mail, postage prepaid, return receipt requested, or (c) a nationally-recognized overnight delivery service. For purposes of this Section 16.3, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such rejected or misaddressed notice, demand, request, consent or other communication. Any notice given by counsel to either Landlord or Tenant on behalf of Landlord or Tenant, as applicable, shall be deemed to have been given by Landlord or Tenant, as applicable, for all purposes of this Lease.

**16.4 Governing Law and Venue.** This Lease shall be governed by and construed in accordance with the Laws of the state in which the Premises is located. In the event any legal action is brought by one party against the other to enforce or interpret any term, provision or covenant hereof, venue for such action shall be proper in a court of competent jurisdiction in the county (or other political subdivision) in which the Premises is located.

**16.5 Waiver of Trial by Jury.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT,

TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. The foregoing waiver of trial by jury was voluntarily and intentionally made by both Landlord and Tenant.

**16.6 Attorneys Fees and Costs.**

A. Recovering Costs. If either party should employ an attorney to enforce any provisions of this Lease or to protect its interests in any matter arising under this Lease, or to recover damages for breach of this Lease, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

B. Segregation of costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

**16.7 Entire Agreement.** This Lease sets forth the entire agreement of Landlord and Tenant with respect to the subject matter hereof and cannot be altered, amended or modified except by a written instrument duly executed by both parties.

**16.8 Binding Authority.** Subject to the provisions of Sections 11.1 and 11.2, this Lease shall be binding upon and inure to the benefit (or detriment, as applicable) of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. Whenever reference to the parties hereto is made in this Lease, such references shall be deemed to include the heirs, legal representatives, successors and permitted assigns of said party the same as if in each case expressed. For purposes of this Lease, the term "person" means any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

**16.9 Business Days; Close of Business.** If the date for performance of any act or obligation,

including the Commencement Date (unless Tenant actually opens to the public for business at the Premises on such date), or delivery of any notice due under this Lease shall fall on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next business day. For purposes of this Lease, any references to "Business Days" shall be deemed to be references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of federal or state holidays or such other dates upon which nationally-chartered banks of the United States of America are not open for business) and the "close of business" shall be deemed to be 6:00 p.m., local time, in the county (or other political subdivision) in which the Premises is located.

**16.10 Intentionally Deleted.**

**16.11 No Waiver.** No provision of this Lease shall be deemed waived by Landlord or Tenant, nor shall the failure of either party to insist on the strict performance thereof be deemed such a waiver, unless the same is expressly waived in a writing signed by Landlord or Tenant, as the case may be. No waiver by Landlord or Tenant of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or of any other provision hereof. Unless otherwise expressly provided in this Lease, any failure of either Landlord or Tenant to exercise any option, right, power or remedy granted or otherwise provided herein to such party shall not be deemed to be nor be construed as a relinquishment of such option, right, power or remedy. The receipt by Landlord of any Rent required to be paid by Tenant under this Lease with knowledge of any default by Tenant under this Lease shall not be deemed to be nor be construed as a waiver of such default.

**16.12 Rules of Construction.** This Lease has been examined, reviewed, negotiated and revised by counsel for each party, and no implication may be drawn against either party by virtue of the preparation and drafting hereof.

**16.13 Headings and Titles.** The headings and titles used in this Lease have been inserted for purposes of reference and convenience only and shall not be deemed to amplify, limit, define or otherwise affect the express provisions hereof.

**16.14 Invalidity.** If any provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**16.15 Counterparts; Execution.** This Lease may be executed in any number of counterparts with the same force and effect as if all required hand-written signatures of the parties were contained in a single original document. Hand-written signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or e-mailed documents were an original executed counterpart. If the parties exchange electronic signature versions of this Lease, then the parties shall promptly thereafter exchange counterparts of this Lease with original signatures. If drafts of this Lease or

other communications between the parties were sent by e-mail or other electronic methods, then the following additional provisions shall also apply: (a) any typewritten signature included with any e-mail or any document attached to any e-mail is not an electronic signature within the meaning of the Electronic Signatures in Global and National Commerce Act or any other Law of similar import, including, without limitation, the Uniform Electronic Transactions Act (the "UETA"), as the same may be enacted in any state; and (b) any transmission of this Lease is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined in the UETA); instead, it is both Landlord's and Tenant's intention that a record of such transaction shall be created only by handwritten signatures on an original document.

**16.16 Relationship of Parties.** It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

**16.17 Landlord's Duty of Reasonable Cooperation.** Landlord agrees to cooperate in a reasonable and timely manner with Tenant in connection with the obtaining of the Title Policy (including, specifically, the prompt execution and return to Tenant or the Title Company of any requested commercially reasonable form of owner's affidavit) and with the obtaining and/or renewal of all permits and licenses which Tenant may need in order to open and operate its intended business at the Premises throughout the Term; provided, however, there shall be no unreimbursed out-of-pocket cost related thereto to Landlord other than the cost of Landlord's legal counsel. Such cooperation may, but only if required under any state and/or local Laws applicable to the issuance and/or renewal of such permits and licenses, include allowing Tenant to post public notices on or about the Premises at any time after the Effective Date (even if prior to the Delivery Date) and the disclosure of information on Landlord and its business principals. Tenant agrees to hold any such information confidential and to use the same only for the purposes of obtaining the Title Policy or obtaining or renewing the license or permit for which such information is required. All costs associated with obtaining the Title Policy or with obtaining or renewing any such permit or license shall be borne by Tenant.

**16.18 Quiet Enjoyment.** So long as Tenant is not in default under this Lease beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection.

**16.19 Gender.** Words of any gender used in this Lease shall be construed to include the other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

**16.20 Exhibits.** The Exhibits attached to this Lease are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth in the body of this Lease.

**16.21 Offer and Acceptance.** One party's execution and delivery of this Lease to the other shall be deemed an offer extended to such other party which shall automatically expire fifteen (15) Business Days thereafter unless accepted (by such other party's execution and delivery of this

fully-executed Lease to such offering party), rejected or revoked prior thereto. This Lease shall become binding upon the parties hereto only upon the full and unconditional execution and timely delivery hereof as aforesaid.

**16.22 Compliance with Laws.** Tenant shall, at all times and at Tenant's own cost, comply with and observe all Laws applicable to Tenant's development, use, occupancy and, if applicable, subsequent alteration of the Premises and.

**16.23 Mechanic's and Materialmen's Liens.** Each party agrees to hold the other harmless from and against any and all losses, costs or damages (including reasonable attorneys' fees and court costs) due to any lien being filed against the Premises on account of any non-payment for or dispute with respect to any labor or materials furnished in connection with the construction referred to herein or any other construction upon the Premises or elsewhere on Landlord's Property and such party shall not allow any judgment to lie against the Premises or any other portion of Landlord's Property (as applicable). The party causing (or otherwise permitting) such a lien to be filed shall either have the lien removed within thirty (30) days after the date of its receipt of written notice of the filing of the lien or bond off the lien should such party desire to contest it, then Landlord's obligations hereunder shall be limited to the requirement of using commercially reasonable efforts to enforce the provisions of its lease so as to cause such tenant to promptly remove or bond off such lien. If Tenant shall fail to remove or bond off such lien within such 30-day period, then Landlord may, in addition to any other potentially available remedy of Landlord under this Lease, have the right and option to remove or discharge such lien and, upon Landlord's demand, Tenant shall promptly reimburse to Landlord all reasonable costs incurred by Landlord in connection therewith with Interest (and the foregoing reimbursement obligation shall survive the expiration or any earlier termination of this Lease); provided, however, that if Tenant has demonstrably and in good faith begun the process of removing or bonding off such lien within such 30-day period and is diligently pursuing such removal or bonding off, then Landlord shall not have the right set forth in this Section 16.23 (unless such lien has not been removed or bonded off within sixty (60) days after the date of Tenant's receipt of written notice of the filing thereof).

**16.24 Governmental Development Incentives.** The parties understand, acknowledge and agree that any economic incentives to be provided by the City of Jonesboro, County of Craighead or State of Arkansas governments to Tenant regarding Tenant's proposed development and/or use of the Premises shall belong to and directly benefit Tenant only.

**16.25 Tenant's Option to Purchase.**

A. Tenant shall have the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") for the sum of Two Million and 00/100 U.S. Dollars (\$2,000,000) ("**Purchase Price**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. The Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4<sup>th</sup>) Lease Year (Tenant may provide notice any time prior to the first day of the fourth (4<sup>th</sup>) Lease Year) and no later than the last day of the sixth (6) calendar month of the fourth (4<sup>th</sup>) Lease Year. Notwithstanding the delivery of the Purchase Option Notice, all terms, covenants, and

conditions of this Lease shall remain in full force and effect through and until the Closing Date (as defined below), including, without limitation, Tenant's obligation to pay Rent, and Tenant's right to possession of the Premises.

**B.** In the event the Premises shall be condemned in whole or in part or shall suffer a casualty loss following the delivery of the Purchase Option Notice, Tenant shall have the right to:

- i. rescind the Purchase Option Notice and retain the Purchase Option, or
- ii. take an assignment of all insurance proceeds or condemnation awards, as the case may be, and proceed to purchase the Premises under the terms of this Section.

**C.** Upon the exercise of the Purchase Option, Landlord shall sell and Tenant shall buy the Premises upon the terms set forth in this Section and Landlord shall convey the Premises to Tenant by a general warranty deed in recordable form, subject only to Taxes not yet due and payable and to those exceptions existing at the time of the execution and delivery of this Lease and approved by Tenant, but not including any mortgages or other liens against the Premises.

**D.** Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price, covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

**E.** The closing shall take place sixty (60) days after the Purchase Option Notice is given to Landlord or upon such other date as the parties mutually agree ("**Closing Date**"),

and shall be through an escrow with the Title Company or such other escrow agent as the parties may select with the general provisions of the usual form of deed and escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Section. The payment of the Purchase Price and delivery of the deed and all other necessary documents shall be made through the escrow. The cost of the escrow shall be divided equally between Landlord and Tenant.

F. Taxes not yet due and payable, assessments, utilities (to the extent not already in Tenant's name), Annual Rent and Additional Rent, and other similar items (if any) shall be adjusted ratably as of the time of closing. If the amount of current Taxes is not then ascertainable, the adjustment thereof shall be on the basis of the most recent ascertainable Taxes. If, on the Closing Date, any assessment for benefit is a lien on the Premises or any part thereof, Landlord shall pay the same in its entirety. All prorations shall be final.

G. Any state, county, or municipal stamp tax or any other real estate conveyance tax imposed by applicable governmental authorities ("Transfer Tax") shall be paid by the Landlord. Landlord shall join in the execution of any tax forms required by law if necessary.

H. Landlord shall deliver to Tenant at closing all documents reasonably required by the Title Company and Tenant to effectuate the closing and issue the Title Policy.

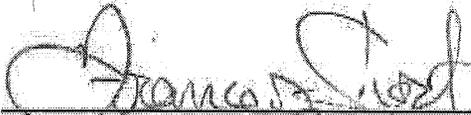
I. The parties understand that, in the event Tenant exercises the Purchase Option, additional easements, covenants, and agreements may be required for the future development of Landlord's Property. Tenant agrees that if any such easements, covenants, or agreements are required for the development of Landlord's Property, including but not limited to access, utilities, or drainage, Tenant will execute any easement, covenant, or agreement reasonably requested by Landlord on or before Closing Date; provided that, Tenant shall not be required to execute any easement, covenant, or agreement that results in any: (1) additional expense of any kind to Tenant, including without limitation any maintenance obligations, (2) interference with Tenant's operations, or (3) disturbance or damage to any improvements of any kind on the Premises.

**16.26 Restricted Use.** Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

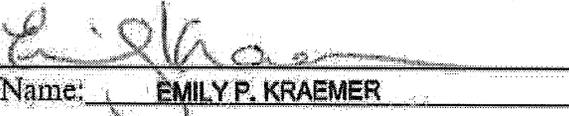
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, both Landlord and Tenant have signed and dated this Lease in the appropriate locations below to be effective as of the Effective Date.

**WITNESSES:**

  
Name: Frances Short

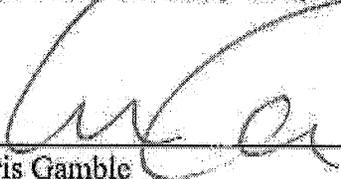
  
Name: Kaala McLaughlin

  
Name: EMILY P. KRAEMER

  
Name: KELLY F. ALLEN

**LANDLORD:**

**GAMBLE LAND COMPANY, LLC,**  
an Arkansas limited liability company

By:   
Chris Gamble

Title: Manager

Date: 11/8/24

**TENANT:**

**JONESBORO EATS, LLC,** a Louisiana limited liability company

By: McJunkins Management Company, LLC  
Its: Manager

By:   
Name: Christopher G. McJunkins  
Title: Manager

Date: 11/12/24

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PREMISES**

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 feet to the point of beginning proper; thence North 00°35'59" East, 285.32 feet; thence North 89°47'26" East, 226.05 feet; thence South 00°14'25"E, 286.22 feet to the North line of tract 2; thence along said North line, North 89°58'47" West, 230.23 feet to the point of beginning proper, containing 1.50+/- acres (65,193.35 sq. ft.), more or less, subject to all rights-of-way and easements of record.

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 to the South line of Tract 1; thence along said South line, South 89°58'47" East, 230.23 feet; thence South 00°14'25" East, 143.71 feet, to the South line of Lot 1 of First Fair Park Commons Minor Plat, aforesaid; thence along said South line, South 89°46'46" West, 217.00 feet to the point of beginning proper, containing 0.72+/- acres (31,559.45 sq. ft.), more or less, subject to all rights-of-way and easements of record.

**EXHIBIT B-1**

**DEPICTION OF THE PREMISES  
[SEE ATTACHED]**



**EXHIBIT B-2**  
**DEPICTION OF LANDLORD'S PROPERTY**  
**[SEE ATTACHED]**



**EXHIBIT C**

**MEMORANDUM OF LEASE [FORM]**

**MEMORANDUM OF GROUND LEASE AGREEMENT**

**THIS MEMORANDUM OF GROUND LEASE AGREEMENT** (this "Memorandum") is made and entered into by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

**R E C I T A L S :**

**WHEREAS**, pursuant to that certain "Ground Lease Agreement" dated to be effective as of November [•], 2024 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, being more particularly described on **Exhibit 1** attached hereto and depicted and identified on **Exhibit 2** attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the "Premises");

**WHEREAS**, Landlord and Tenant desire to disclose to the public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the official public records of Craighead County, Arkansas.

**A G R E E M E N T S :**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. Landlord leases the Premises to Tenant for the Term pursuant to the terms and conditions of the Lease.
2. The "Term" of the Lease will commence on the Commencement Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the fifteenth (15th) Lease Year (as defined in the Lease) after the Commencement Date.
3. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.
4. All buildings and other constructions located from time to time on the Premises shall be and remain the property of Tenant throughout the Term. Upon the expiration or earlier termination of the Lease, all buildings and other constructions become the property of Landlord; provided that, Tenant may remove any furniture, fixtures, and equipment.

5. Option.

A. Section 16.25 of the Lease gives Tenant the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. Except as otherwise provided below, the Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4<sup>th</sup>) Lease Year and no later than the last day of the sixth (6) calendar month of the fourth (4<sup>th</sup>) Lease Year.

B. Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price (as defined in the Lease), covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes (as defined in the Lease) not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

6. **Restricted Use.** Section 16.26 of the Lease restricts the use of Landlord's property described on **Exhibit 3** attached hereto ("**Landlord's Property**") as follows: Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

7. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

**WITNESSES:**

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

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

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

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

**LANDLORD:**

**GAMBLE LAND COMPANY, LLC**, an Arkansas limited liability company

By: \_\_\_\_\_  
Chris Gamble  
Title: Manager

**TENANT:**

**JONESBORO EATS, LLC**, a Louisiana limited liability company

By: McJunkins Management Company, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Christopher G. McJunkins  
Title: Manager

**[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**



**EXHIBIT 1**

**LEGAL DESCRIPTION OF THE PREMISES**

**EXHIBIT 2**

**DEPICTION OF THE PREMISES  
[SEE ATTACHED]**

**EXHIBIT 3**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

## EXHIBIT D

### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT [FORM]

#### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement (this "**Agreement**") dated as of the [·] day of [·] [·] (the "**Effective Date**"), is made by and among [·], having an address at [·] ("**Lender**"), JONESBORO EATS, LLC, a Louisiana limited liability company having an address at 362 Parsons Green, Shreveport, Louisiana 71106 ("**Tenant**"), and GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company, having an address at [·] ("**Landlord**"), collectively referred to herein as the "**Parties**," or individually as a "**Party**".

#### RECITALS:

A. Landlord is the owner of the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, and legally described on Exhibit "1" attached hereto, (collectively, the "**Property**").

B. Lender has made a loan to Landlord (the "**Loan**"), that is evidenced by a promissory note in the original principal amount of \$[·] (the "**Note**") and secured by a [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Mortgage**") and [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Pledge of Leases**") (hereinafter, the Mortgage and Pledge of Leases may be referred to collectively as the "**Security Instruments**"). The Note, the Security Instruments, and all other documents and instruments evidencing or securing the Loan and any amendments, extensions, supplements, consolidations, replacements, renewals, and advances or re-advances are in this Agreement collectively called the "**Loan Documents**."

C. Landlord and Tenant have entered into that certain Ground Lease Agreement, dated November \_\_, 2024 and as the same may hereafter be amended from time to time (as so amended, the "**Lease**") under which Landlord leased to Tenant all of the Property, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, as more particularly described in the Lease (the "**Premises**").

D. Lender and Tenant desire to confirm their understanding with respect to, among other things, the subordination of the Lease to the Security Instruments and Lender's agreement not to disturb Tenant's possession of the Premises, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. Subordination.

The Lease and Tenant's leasehold interest under the Lease shall be and shall remain, at all times, and in each and every respect, subject and subordinate to the Security Instruments and other

Loan Documents, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including without limitation, amendments which increase the amount of the indebtedness secured by the Loan Documents. Notwithstanding the foregoing, as between Landlord and Tenant, nothing contained in this Agreement shall be deemed to: (a) excuse or reduce any obligation owed by Landlord to Tenant under the Lease; or (b) waive, in whole or part, any of Tenant's rights or remedies against Landlord under the Lease.

2. Non-Disturbance.

Lender covenants that the leasehold interest granted by the Lease, and Tenant's right to quiet enjoyment, possession, and any other rights under the Lease, shall not be disturbed or terminated by any transfer of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, sale, or other action or proceeding initiated to enforce the loan documents (individually and collectively referred to as an "Enforcement Event") provided that: (i) the Lease is in full force and effect; and (ii) there exist no material defaults by Tenant that are continuing beyond the expiration of any applicable notice and cure periods under the Lease; other than *de minimis*, non-financial defaults that will not adversely affect the Property or Lender's lien and security interest therein. Without limiting any of the foregoing, Lender agrees that Tenant shall not be named or joined in any foreclosure, sale, or other proceeding by or on behalf of Lender to enforce the Loan Documents unless the joinder is required by law to perfect such a foreclosure, sale, or other proceeding.

3. Attornment.

(a) If any Enforcement Event occurs, Tenant hereby attorns to any transferee, including Lender, and its designees, successors, and assigns (individually and collectively, "Successor"), as the landlord under the Lease. Tenant shall be bound to Successor under all the executory terms, covenants, and conditions of the Lease for the balance of the Lease term with the same force and effect as if Successor had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments evidencing Successor's succession to the interest of Landlord under the Lease. From and after the occurrence of any Enforcement Event, Tenant shall make all payments under the Lease directly to Successor. Subject to the terms of Section 3(b), Successor shall recognize all rights and options of Tenant under the Lease and the Lease shall continue in full force as a direct lease between Tenant and Successor, and the respective executory rights and obligations of Tenant and Successor, to the extent of the then remaining balance of the term of the Lease and any extensions and renewals thereunder, shall be and are the same as set forth therein, except as modified by this Agreement.

(b) Notwithstanding the foregoing, Successor shall not be:

(i) liable for any act, omission, or default of Landlord or any prior landlord, except for a default of a continuing nature (each a "Continuing Default") that continues to accrue after Successor obtains title to or control of the Property. Without limiting the foregoing, Tenant reserves all of its rights and remedies under the Lease with respect to a Continuing Default by Landlord, whether occurring or

accruing prior to or after the date Successor takes title to or control of the Property;  
or

(ii) liable for any damage for a breach of any representation or warranty contained in the Lease by Landlord or any prior landlord under the Lease.

4. Default by Landlord.

(a) If Landlord defaults under the Loan Documents, Landlord authorizes and directs Tenant to, and Tenant agrees to, recognize the pledge of rents which Landlord made to Lender in the Loan Documents, and pay to Lender as pledgee all rents due under the Lease, starting on the date of Tenant's receipt of written notice from Lender that Landlord is in default under the Loan Documents and directing that rents be paid to Lender. Rent payments made by Tenant to Lender pursuant to this Agreement shall continue until one of the following occurs:

(i) no further rent is due or payable under the Lease;

(ii) Lender gives Tenant notice that Landlord's default under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or

(iii) Lender sends Tenant notice that an Enforcement Event has occurred. Subject to Section 3 hereof, upon such notice Successor shall succeed to Landlord's interest as the landlord under the Lease, after which all rent and other income due under the Lease shall become payable to Successor.

(b) Landlord hereby acknowledges and agrees that all payments made by Tenant in accordance herewith shall constitute payments under the terms of the Lease. Landlord hereby waives all claims against Tenant and agrees to indemnify Tenant against all costs and liability for following any payment instructions given pursuant to this Agreement, even if those instructions prove to be improper or are disallowed by a court of competent jurisdiction. Without limiting the foregoing, Tenant shall not be required to make any inquiry or conduct any investigation into the validity or appropriateness of Lender's written demand for payment of rent pursuant hereto. In the event Tenant receives conflicting instructions from either Lender or Landlord, Tenant shall have the right to request clarification or further assurances from either or both of Lender and Landlord.

(b) If Landlord defaults under the Lease, Tenant agrees to deliver a copy of any notice of such default to Lender. If the default by Landlord gives rise to the right of termination by Tenant, Tenant agrees to give Lender the right to cure the default in accordance with the terms and conditions contained in Section 6 hereof. All notices from Tenant to Lender sent under this Section 4(b) shall be delivered in accordance with the notice provisions of Section 8 hereof.

5. Limitation on Lender's Performance.

Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any obligation of Landlord as the landlord under the Lease unless and until Lender or any Successor obtains title or possession to the Property whichever is earlier.

6. Lender's Right to Cure.

(a) Tenant shall not terminate the Lease, nor exercise any other right or remedy granted to Tenant under the Lease or applicable law, including, without limitation, any setoff rights because of a default of Landlord under the Lease or the occurrence of any other event, without first giving Lender prior written notice of such default or event. Thereafter, Tenant shall take no action to terminate the Lease, nor exercise any other right or remedy if:

(i) within ten (10) days following the end of the period in which Landlord is entitled to cure the default, Lender cures such default or event, if the same can be cured by the payment of money; or

(ii) Lender diligently starts either: (A) to cure the default or event if the same cannot, with diligence, be cured within said ten (10) days, and thereafter diligently pursues the cure; or (B) an action to obtain possession of the Premises (including possession by receiver) and to cure such default or event which cannot be cured by Lender without Lender having obtained possession.

(b) Nothing in this Agreement shall be construed as a promise or undertaking by Lender to cure any default on the part of Landlord under the Lease.

(c) Notwithstanding the foregoing, Tenant shall be permitted to exercise its rights under the Lease, including, without limitation, any termination rights, if Lender has not cured such default within thirty (30) days from the date Lender receives a copy of Tenant's notice of Landlord's default.

(d) No cure undertaken by Lender hereunder shall act as a waiver, excuse, or extension of time for Lender to perform any obligation owed to Tenant under the Lease, it being acknowledged that Tenant hereby reserves all rights and claims against Landlord for defaults under the Lease.

7. Tenant's Covenants.

Tenant agrees for the benefit of Lender that, so long as the lien of the Security Instruments continue to encumber the Property, Tenant shall not without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

(a) pay any rent or additional rent to Landlord, or any other landlord under the Lease, by more than thirty (30) days in advance except for prepayments of additional rent for operating expenses and real estate taxes made in accordance with the terms of the Lease;

(b) enter into any amendment or other agreement relating to the Lease.



with a copy to:

Telephone: [TELEPHONE NUMBER]  
Facsimile: [FAX NUMBER]  
[Email: [EMAIL ADDRESS]]  
Attention: [ATTORNEY NAME]  
Address: [LANDLORD'S LAW FIRM ADDRESS]  
Telephone: [TELEPHONE NUMBER]  
Facsimile: [FAX NUMBER]  
[Email: [EMAIL ADDRESS]]  
Attention: [ATTORNEY NAME]

9. Attorneys' Fees and Costs.

(a) Recovering Costs. If either party should employ an attorney to enforce any provisions of this Agreement or to protect its interests in any matter arising under this Agreement, or to recover damages for breach of this Agreement, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys' fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

(b) Segregation of Costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subordination of the Lease, the leasehold interest created by the Lease, and all rights of Tenant under the Lease to the lien of the Security Instruments and other Loan Documents, and as to the rights and obligations of the Parties regarding the subject matter of this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to the subject matter hereof. If there is any conflict between the provisions of this Agreement and those of the Lease, the provisions of this Agreement shall prevail.

11. Amendments.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors in interest.

12. Waiver.

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the law of the State of Arkansas, without regard to the choice of law rules of that State.

14. Severability.

In the event any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

15. Successors and Assigns.

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Counterparts and Original Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to the other Parties no later than ten (10) days after the date of delivery by facsimile or email.

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

**WITNESSES:**

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

**TENANT:**

**JONESBORO EATS, LLC**, a Louisiana limited liability company

By: McJunkins Management Company, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Christopher G. McJunkins  
Title: Manager

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

**MORTGAGEE:**

\_\_\_\_\_  
a \_\_\_\_\_

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

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

**LANDLORD:**

**GAMBLE LAND COMPANY, LLC**,  
an Arkansas limited liability company

By: \_\_\_\_\_  
Chris Gamble  
Title: Manager

**[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. The individual whose name is subscribed to this instrument is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:  
\_\_\_\_\_

STATE OF LOUISIANA §

PARISH OF CADDO §

This instrument was executed and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Christopher G. McJunkins, Manager of McJunkins Management Company, LLC, a Louisiana limited liability company, Manager of Jonesboro Eats, LLC, a Louisiana limited liability company, on behalf of Jonesboro Eats, LLC. The individual whose name is subscribed to this instrument is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF LOUISIANA

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. The individual whose name is subscribed to this instrument is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**LANDLORD'S ADDRESS:**

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**TENANT'S ADDRESS:**

Jonesboro Eats, LLC  
c/o Christopher G. McJunkins  
362 Parsons Green  
Shreveport, Louisiana 71106

**MORTGAGEE'S ADDRESS:**

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**AFTER RECORDING, RETURN TO TENANT**

**EXHIBIT E**

**TENANT'S PRELIMINARY PLANS**

[TO BE INSERTED HERE]

**EXHIBIT F**

**LEASE COMMENCEMENT AND EXPIRATION AGREEMENT [FORM]**

**LEASE COMMENCEMENT AND EXPIRATION AGREEMENT**

**THIS LEASE COMMENCEMENT AND EXPIRATION AGREEMENT** (this "Agreement") is made and entered into to be effective as of the [•]day of [•], 202[•], by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

**W I T N E S S E T H :**

WHEREAS, Landlord and Tenant have entered into that certain "Ground Lease Agreement" effectively dated November \_\_, 2024 (the "Lease"), relating to certain premises (for use as a "Walk-On's" restaurant) located in the City of Jonesboro, County of Craighead and State of Arkansas (the "Premises").

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate:

1. **Incorporation of Recitals/Capitalized Terms.** Capitalized words and phrases used herein which are not defined herein but which are defined in the Lease shall have the meanings ascribed thereto in the Lease. The "Effective Date" of this Agreement shall be the date set forth above, not the date of full and unconditional execution and delivery of this Agreement by both parties.

2. **Lease Information:**

Premises Area:	Approximately 1.5 acres of land
Possession Date:	_____, 20__;
Commencement Date:	_____, 20__;
Primary Term:	Fifteen (15) full Lease Years, beginning on the Commencement Date and ending on the last day of the fifteenth (15th) Lease Year;
Primary Term Expiration Date:	_____, 20__;
Renewal Term(s):	Four (4) successive periods of five (5) Lease Years each
Latest First Renewal Term Exercise Date:	_____, 20__;
Latest Second Renewal Term Exercise Date:	_____, 20__;
Latest Third Renewal Term Exercise Date:	_____, 20__;
Latest Fourth Renewal Term Exercise Date:	_____, 20__;

3. **Counterparts.** This Agreement may be executed in one or more facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**EXECUTED** to be effective as of the Effective Date.

**LANDLORD:**

**GAMBLE LAND COMPANY, LLC**, an Arkansas  
limited liability company

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

Chris Gamble

Title: Manager

**TENANT:**

**JONESBORO EATS, LLC**, a Louisiana limited  
liability company

By: **McJunkins Management Company, LLC**

Its: Manager

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

Name: Christopher G. McJunkins

Title: Manager

## EXHIBIT G

### LEASE RIDER

This Lease Rider (this "Rider") is entered into this 10th day of November 2024, by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord") and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant") for the benefit of WALK-ON'S ENTERPRISES FRANCHISING, LLC, a Louisiana limited liability company ("Franchisor").

**WHEREAS**, Tenant and Franchisor have executed a Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor has granted Tenant the right to establish and operate a franchised Walk-On's Sports Bistreaux at the following location: 2809 E. Highland Drive, Jonesboro, Arkansas 72401 (the "Premises");

**WHEREAS**, Tenant and Landlord are entering into a lease agreement (the "Lease"), pursuant to which Tenant will lease the Premises from Landlord; and

**WHEREAS**, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed to such terms.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within 15 days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: Walk-On's Enterprises Franchising, LLC, 3960 Burbank Drive, Baton Rouge, LA 70808, Attn: Scott Taylor (scott@walk-on's.com), unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant's and/or such other lessee's interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant's and/or any other lessee's interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another Walk-On's Sports Bistreaux franchisee upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises its right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider control. All of the terms of this Rider, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Rider may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Rider that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

**[SIGNATURES CONTAINED ON FOLLOWING PAGE]**

**LANDLORD**

**GAMBLE LAND COMPANY, LLC**, an  
Arkansas limited liability company

By: \_\_\_\_\_  
Chris Gamble  
Title: Manager

**TENANT**

**JONESBORO EATS, LLC**, a Louisiana  
limited liability company

By: McJunkins Management Company, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Christopher G. McJunkins  
Its: Manager



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:041

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**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** Public Works Council Committee

**File Type:** Ordinance

### AN ORDINANCE AMENDING THE MEMBERSHIP OF THE STORMWATER MANAGEMENT BOARD

WHEREAS, ORD-07:50 established the Stormwater Management Board and set the membership to include a specific number of technical and lay members.

WHEREAS, ORD-19:002 permanently filled one of the technical positions of the Stormwater Management Board with the President of the Northeast Arkansas Home Builders Association.

WHEREAS, effective December 31, 2025, the Northeast Arkansas Home Builders Association chapter will dissolve.

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

SECTION 1: The membership of the Stormwater Management Board be amended to remove the President of the Northeast Arkansas Home Builders Association as a permanent technical member of the board.

SECTION 2: The vacated position, previously held by the President of the Northeast Arkansas Home Builders Association, be filled in the same manner as other technical members on the board.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:045

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD-R LUO FOR PROPERTY LOCATED AT CORTE BELLA

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

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

FROM: **Residential (R-1)**

TO: **Planned Development - Residential; Limited Use Overlay (PD-R; LUO)**

THE FOLLOWING DESCRIBED PROPERTY:

### LEGAL DESCRIPTION

A part of the South Half of the Southeast Quarter of Section 6, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas, being more particularly described as follows: Beginning at the Northwest Corner of Lot 3, Apple Hills Subdivision, said point being the POINT OF BEGINNING; thence run N 88°44'30" E, a distance of 321.83 feet to the northeast corner of said Lot 3, Apple Hills Subdivision; thence run N 00°04'22" W, a distance of 42.97 feet to a point; thence run N 88°43'28" E, a distance of 644.18 feet to a point; thence run S 00°10'53" E, a distance of 412.63 feet to a point; thence run S 88°41'44" W, a distance of 322.07 feet to a point; thence run S 88°45'42" W, a distance of 322.27 feet to a point; thence run S 88°47'37" W, a distance of 321.99 feet to a point on the east Right-of-Way of Warren Street; thence following the said east right-of-way of Warren Street, run N 00°08'35" W, a distance of 369.33 feet to a point; said point being the POINT OF BEGINNING, said tract containing 8.83 acres.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the

current Stormwater Drainage Design Manual, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.

- 2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
- 3) Any change of use shall be subject to Planning Department approval in the future.
- 4) Development is to be single-family attached.
- 5) This is to be a gated community.
- 6) Minimum 30% Green Space / Open Space.
- 7) A “Common Building” is being provided for the residents.
- 8) This is being developed as a “Senior Living” community.
- 9) Refuse collection is to be with individual trash cans.
- 10) All buildings to include a integral fire suppression sprinkler system.
- 11) Interior curbs to be “drive-over” curbing.
- 12) Private Street: Traditional width = 24’; Width to be installed = 30’.
- 13) MAPC approves the street length as shown.
- 14) City Council grants a waiver, and approves the private street.
- 15) Traditional cul-de-sac = 40’ radius; Dimension to be installed = 55’ radius.
- 16) One enclosed garage space, and one outdoor parking space provided for each dwelling.
- 17) Site lighting to be provided.
- 18) Five pavilions to be incorporated into the development.
- 19) Final phase of phased development anticipated to be completed prior to December 31, 2034.
- 20) Tree survey will be performed prior to preparation of final design plans.



- Does public water serve the site?** Existing 10” water, east side of Warren Street
- If not, how would water service be provided?** Water mains would be extended to accommodate the development.
- Does public sanitary sewer serve the site?** There is an existing main sanitary sewer line along the east side of Warren Street.
- If not, how would sewer service be provided?** Sewer extensions will be required in order to serve the proposed development.
- Use of adjoining properties:**
- |               |   |
|---------------|---|
| <b>North:</b> | Residential (R-1) – five large lots, and Industrial (I-1) - two larges lots |
| <b>South:</b> | Mix of R-1, RS-7  |
| <b>East:</b>  | Residential (R-1) – one large lot   |
| <b>West:</b>  | Commercial (C-3)  |

**Physical Characteristics of the site:**

The site is well suited to a development of this type. The slopes are slight and the drainage can be accommodated with relative ease. The required “Green Space” will be easily provided.

**Characteristics of the neighborhood:**

This site is surrounded by a variety of industrial, commercial and residential uses.

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Areas Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to the application answering each of the following questions in detail:*

- (1) How was the property zoned when the current owner purchased it?**  
The property was zoned R-1 at the time of acquisition.
- (2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?**  
The purpose of the rezoning is to accommodate a gated community for senior living. These units are single-family attached dwellings and this development provides a wealth of “Green Space” which will incorporate some sidewalks and pavilions for pedestrians and pets.
- (3) If rezoned, how would the property be developed and used?**  
If rezoned, the applicant / owner / developer plans to develop the site in accordance with the standards and specifications of the PD-R; LUO Zoning Classification and the standards and specifications of the City of Jonesboro. This is intended to be a single-family attached development with individual lots and private streets.
- (4) What would be the density of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?**  
The current conceptual plan indicates 58 living units on approximately 8.8 acres, yielding approximately 6.6 dwellings per acre. The current R-1 standards allow a density up to 5.4 lots per acre.
- (5) Is the proposed rezoning consistent with the *Jonesboro Land Use Plan*?**  
The *Jonesboro Land Use Plan* indicates this area as Moderate Intensity Residential. As indicated above, the lot intensity for this proposed development is approximately 6.4 units per acre.

**(6) How would the proposed rezoning be the public interest and benefit the community?**

The proposed development is to be a gated community of single-family attached homes for senior living, thereby providing a secure location for those mature adults in Jonesboro that desire to live in such a place.

**(7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?**

This request is completely compatible with the development in, and the character of the surrounding area. As single family attached homes, this would provide a transition area between the existing commercial and industrial developments to the west and north, and the existing residential on the east.

**(8) Are there substantial reasons why the property cannot be used in accordance with the existing zoning?**

This site has been considered in a number of scenarios. A conclusion drawn from those efforts is this parcel is not conducive to individual lots, public streets with wide rights-of-way, and substantial building setbacks.

**(9) How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.**

This proposed zoning classification should have no detrimental impact on any of the following aspects of the immediate area.

- A) Property Values
- B) Traffic
- C) Drainage
- D) Visual Appearance
- E) Odor
- F) Noise
- G) Light
- H) Vibration
- J) Hours
- K) Restrictions

**(10) How long has the property remained vacant?**

By all indications, this land was not been developed at all, aside from the started work circa 2003.

**(11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?**

A change in the zoning from R-1 to PD-R; LUO should have no detrimental impact on any of the following aspects.

- A) Utilities
- B) Streets
- C) Drainage
- D) Parks
- E) Open Space
- F) Fire
- G) Police
- H) Emergency Medical Services

**(12) If the rezoning is approved, when would development or redevelopment begin?**

The current plan calls for development to begin as soon as plans could be prepared and approved in accordance with the appropriate standards and specifications.

**(13) How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposed rezoning has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with the neighbors may result in delay in hearing the application.***

No neighborhood meeting has been arranged to date.

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

This request is for a Limited Use Overlay. The parameters of the proposed Planned Development are listed below.

- A) Development is to be single-family attached.
- B) This is to be a gated community.
- C) Minimum 30% Green Space / Open Space.
- D) A common building is to be provided for the residents.
- E) This is being developed as a “Senior Living” community.
- F) Garbage collection is to be with individual trash cans.
- G) All buildings to include an integral fire-suppression sprinkler system.
- H) Interior curbs to be “drive-over” curbing.
- I) Private Street: Traditional width = 24’; width to be installed = 30’.
- J) Metropolitan Area Planning Commission approves a street length as shown.
- K) City Council approves the private street.
- L) Traditional cul-de-sac = 40’ radius; radius to be installed = 55’.
- M) One enclosed garage, and one outdoor parking space provided for each dwelling.
- N) Site lighting to be provided.
- O) Five pavilions to be incorporated into the development.
- P) Final phase of phased development anticipated to be completed prior to December 31, 2034.
- Q) Tree survey will be performed prior to preparation of final design plans.

**OWNERSHIP INFORMATION:**

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

**Owner of Record:**

I certify that I am an owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

The owner of the property is:  
G. Enterprises, LLC  
3427 Lake Pointe Drive  
Jonesboro, AR 72404

  
\_\_\_\_\_  
Owner / Applicant

**Deed:** *Please attach a copy of the deed for the subject property. Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Areas Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

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**Applicant:**

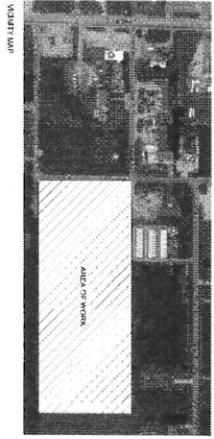
If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: G. Enterprises, LLC  
 Address: 3427 Lake Pointe Dr.  
 City, State: Jonesboro ZIP 72404  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: MARQUE MREALING  
 Address: 3427 LAKE POINTE DR.  
 City, State: JONESBORO AR ZIP 72404  
 Telephone: 870-930-7695  
 Facsimile: N/A  
 Signature: Mary Mrealing

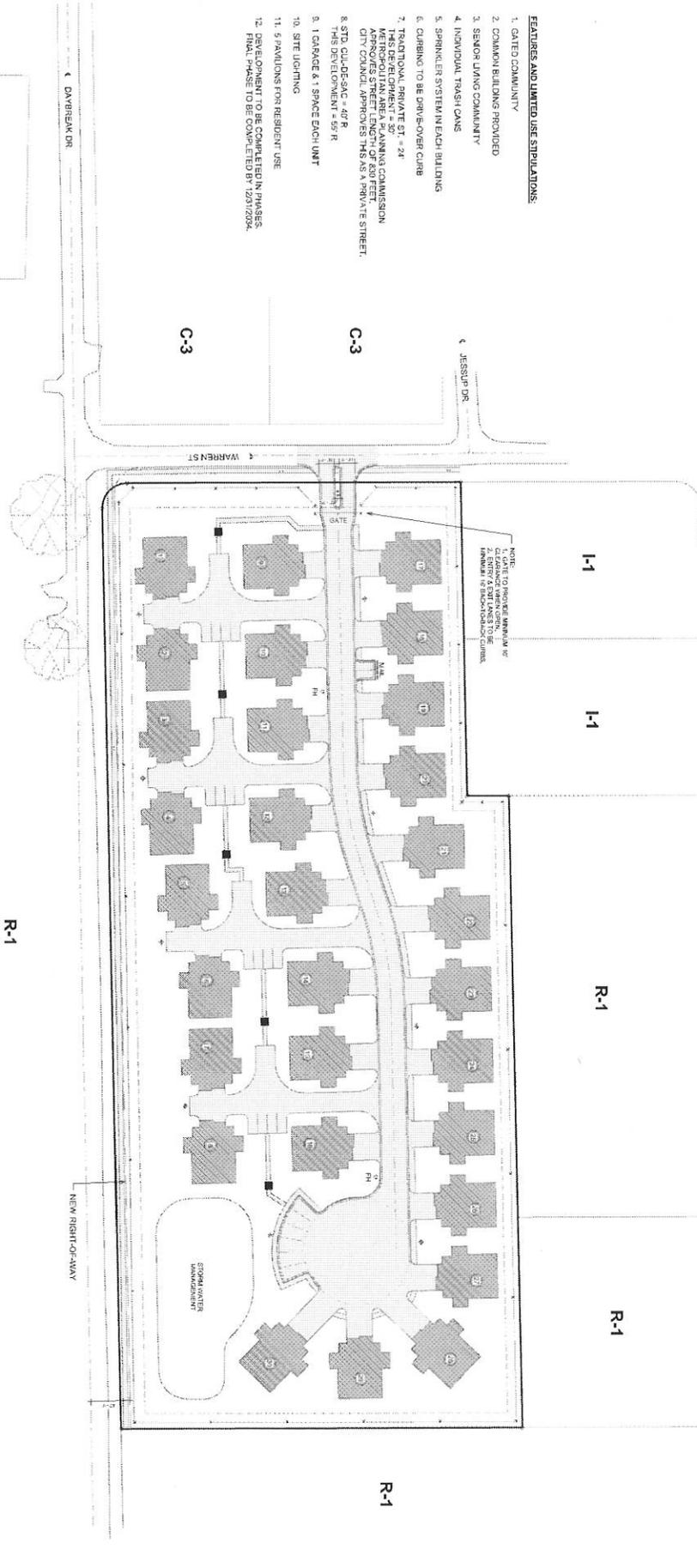
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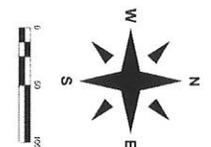
**FEATURES AND LIMITED USE STIPULATIONS:**

1. GATED COMMUNITY
2. COMMON BUILDINGS PROVIDED
3. SENIOR LIVING COMMUNITY
4. INDIVIDUAL TRASH CANS
5. SPRINKLER SYSTEM IN EACH BUILDING
6. CURBING TO BE DRIVE-OVER CURB
7. TRADITIONAL PRIVATE ST - 24' TRADITIONAL DRIVEWAY APPROX. STREET LENGTH OF 230 FEET. CITY COUNCIL APPROVES THIS AS A PRIVATE STREET.
8. STD. CLUDGE-SAG = 40' R
9. 1 GARAGE & 1 SPACE EACH UNIT
10. SITE LIGHTING
11. 9 PAVILIONS FOR RESIDENT USE
12. DEVELOPMENT TO BE COMPLETED IN PHASES FINAL PHASE TO BE COMPLETED BY 12/31/2024.

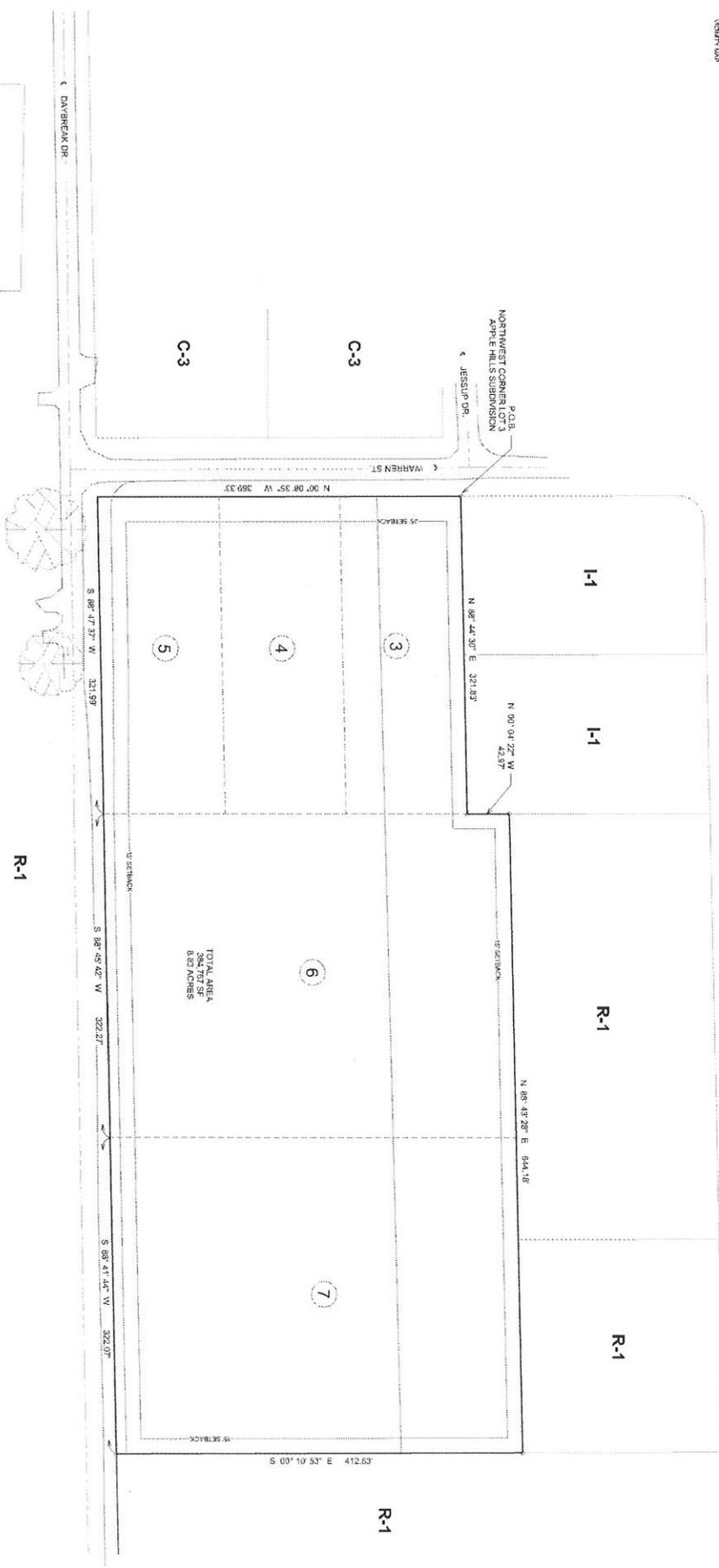
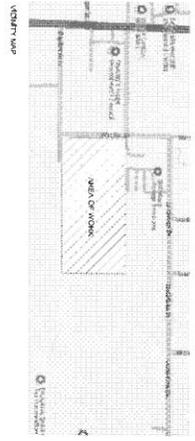


NOTE:  
1. GATE TO PROVIDE MINIMUM 4' CLEARANCE TO DRIVEWAY  
2. ENTRY & EXIT LINES TO BE HIGHLIGHTED IN RED ON CHANGING CURBS

EXISTING ZONING: R-1  
REQUESTED ZONING: PD-R, L.U.O.

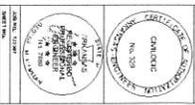
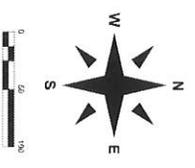


			ENGINEERS <b>Civilogic</b> <small>1920 STILLWATER DRIVE, JONESBORO, AR 72404 (870) 930-2310 www.civilogic.com</small>	PLANNERS SURVEYORS	Date: 10-16-2024 Scale: AS SHOWN Job No: 123/017	Sheet No.: 1 OF 1
			Drawn By: JM Checked by: GM	Region: OME County: CRAKHEAD	Job No: 123/017 County: CRAKHEAD	



EXISTING ZONING: R-1  
 REQUESTED ZONING: PD-R, L.U.O.

**LEGAL DESCRIPTION**  
 A part of the South Half of the Southeast Quarter of Section 6, Township 14 North, Range 4 East, City of Jonesboro, Calhoun County, Alabama, being more particularly described as follows:  
**BEGINNING** at the Northwest Corner of Lot 3, Apple Hills Subdivision, said point being the **POINT OF BEGINNING** for said lot, and running North 88° 44' 30\"/>



REZONING PLAT FOR  
 G. ENTERPRISES, LLC  
 347 LAKE POINTE DRIVE  
 JONESBORO, AR 72404  
 CONTACT: MARQUE MEALING (870) 930-7695

REZONING PLAT  
 CORTE BELLA

ENGINEERS PLANNERS SURVEYORS

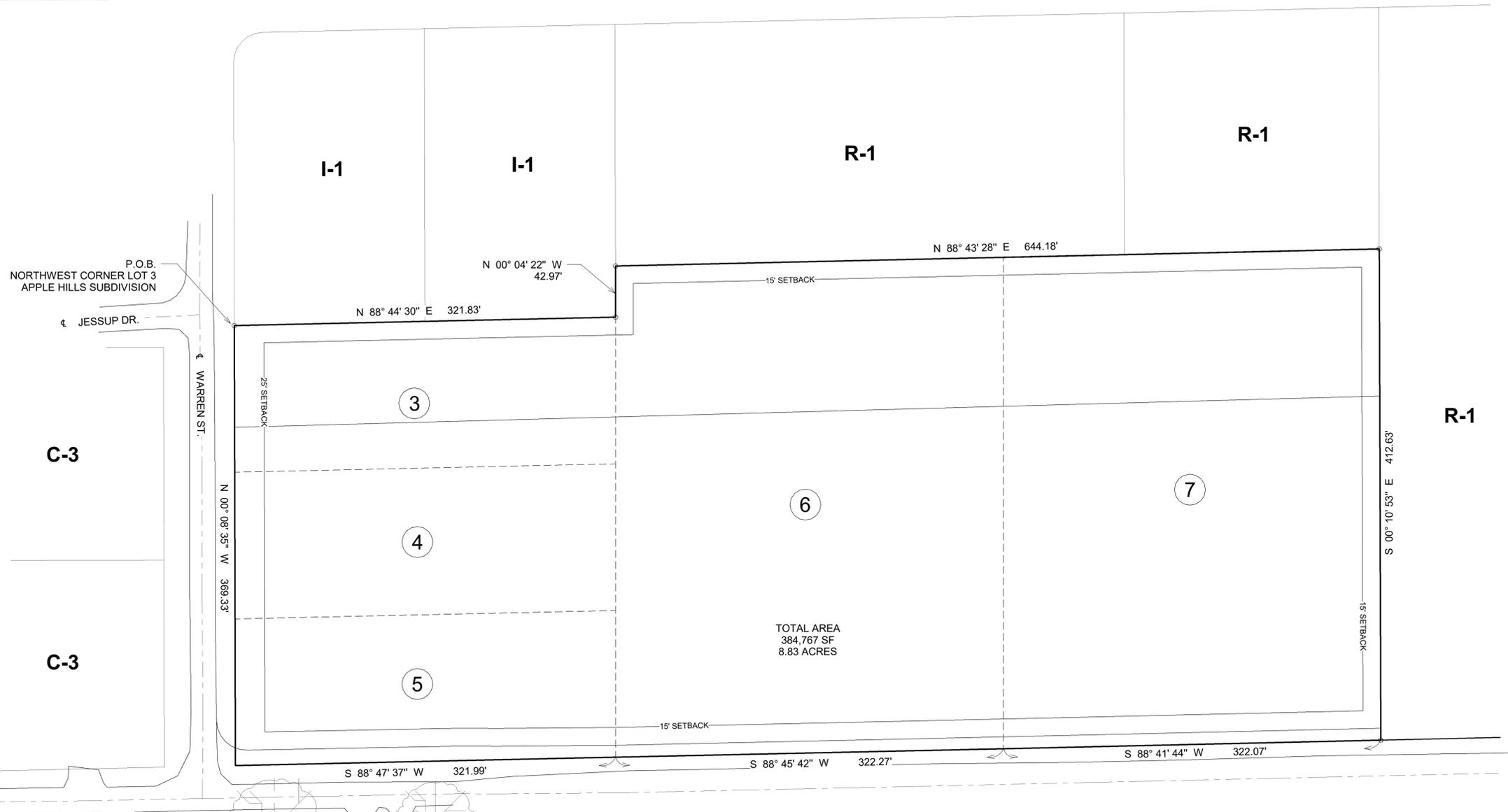
1926 STILLWATER DR - Jonesboro, AR 72404 (479) 266-2916 www.civilogic.com

Date	04-04-2025	Scale	1" = 50'-0"	Job No.	122707	Sheet No.	1 OF 1
Section	14N	Range	04E	Locality	CRACKHEAD		
Drawn By	JM	Checked by	GH				

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VICINITY MAP

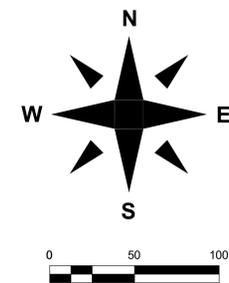


TOTAL AREA  
384,767 SF  
8.83 ACRES

EXISTING ZONING: R-1  
REQUESTED ZONING: PD-R, L.U.O.

**LEGAL DESCRIPTION**

A part of the South Half of the Southeast Quarter of Section 6, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas, being more particularly described as follows:  
**BEGINNING** at the Northwest Corner of Lot 3, Apple Hills Subdivision, said point being the **POINT OF BEGINNING**;  
 thence run N 88°44'30" E, a distance of 321.83 feet to the northeast corner of said Lot 3, Apple Hills Subdivision;  
 thence run N 00°04'22" W, a distance of 42.97 feet to a point;  
 thence run N 88°43'28" E, a distance of 644.18 feet to a point;  
 thence run S 00°10'53" E, a distance of 412.63 feet to a point;  
 thence run S 88°41'44" W, a distance of 322.07 feet to a point;  
 thence run S 88°45'42" W, a distance of 322.27 feet to a point;  
 thence run S 88°47'37" W, a distance of 321.99 feet to a point on the east Right-of-Way of Warren Street;  
 thence following the said east right-of-way of Warren Street, run N 00°08'35" W, a distance of 369.33 feet to a point; said point being the **POINT OF BEGINNING**, said tract containing 8.83 acres.



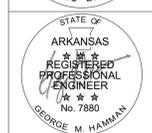
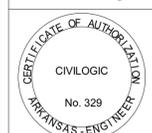
Job No.	122007	Scale	1" = 50'-0"
Date	04-04-2025	Range	04E
Section	6	Township	14N
Drawn By	JM	County	CRAIGHEAD
Checked by	GH	Sheet No.	1 OF 1

ENGINEERS  
 PLANNERS  
 SURVEYORS

1920 STILLWATER DR., JONESBORO, AR 72404-1870 | 505-2316-2316 | www.civilogic.net

REZONING PLAT  
CORTE BELLA

REZONING PLAT FOR  
 G. ENTERPRISES, LLC  
 3427 LAKE POINTE DRIVE  
 JONESBORO, AR, 72404  
 CONTACT: MARQUE MEALING (870) 930-7695



OFFICIAL RECEIPT

Receipt Date 12/10/2025 10:52 AM  
Receipt Print Date 12/10/2025

Receipt # 00268181  
Batch # 00010.12.2025

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category: CR 369.20

Detail:  
01-000-0150-00  
Proof of Publication Rezoning 369.20

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Total 369.20

Payment Information:  
Check 3521 369.20  
Change 0.00

Blade Runner Lawn Service  
Customer #: 000000

,

Cashier: ALCooksey  
Station: ALCOOKSEY



***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-18**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on December 9, 2025***

**REQUEST:** To consider a rezoning of part of the south half of section 6, Township 14 North, Range 4 East of +/- 8.8 acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “PD-R”, LUO Planned Development Residential

**APPLICANT:** Marque Mealing

**LOCATION:** 3427 Lake Pointe Dr

**SITE**

**DESCRIPTION:** **Total Size:** Approx. 8.8 Acres- 384,635 S.F.  
**Street Frontage:** Approx. 390 ft along Warren St

**Existing Development:** Circa 2002, and 2003 this site was designed and approved as a subdivision. An unusual set of circumstances occurred and a portion of the development started, though there was never enough completed to apply for any building permits.

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Residential and I-1 Industrial</b>
<b>South</b>	<b>R-1 and R-7</b>
<b>East</b>	<b>R-1 – Residential</b>
<b>West</b>	<b>C-3 –Commercial</b>

**HISTORY:**

## ZONING ANALYSIS:

*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

### **Moderate Intensity:**

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

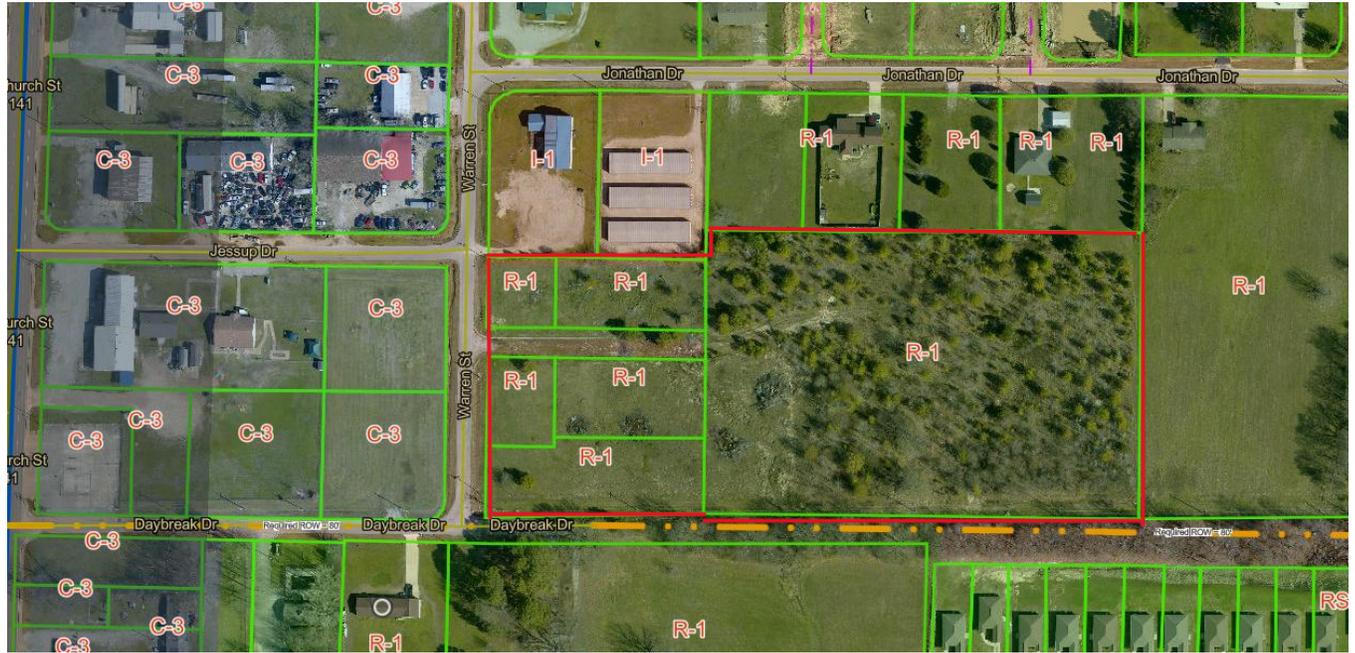
### Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



*Land Use Map*

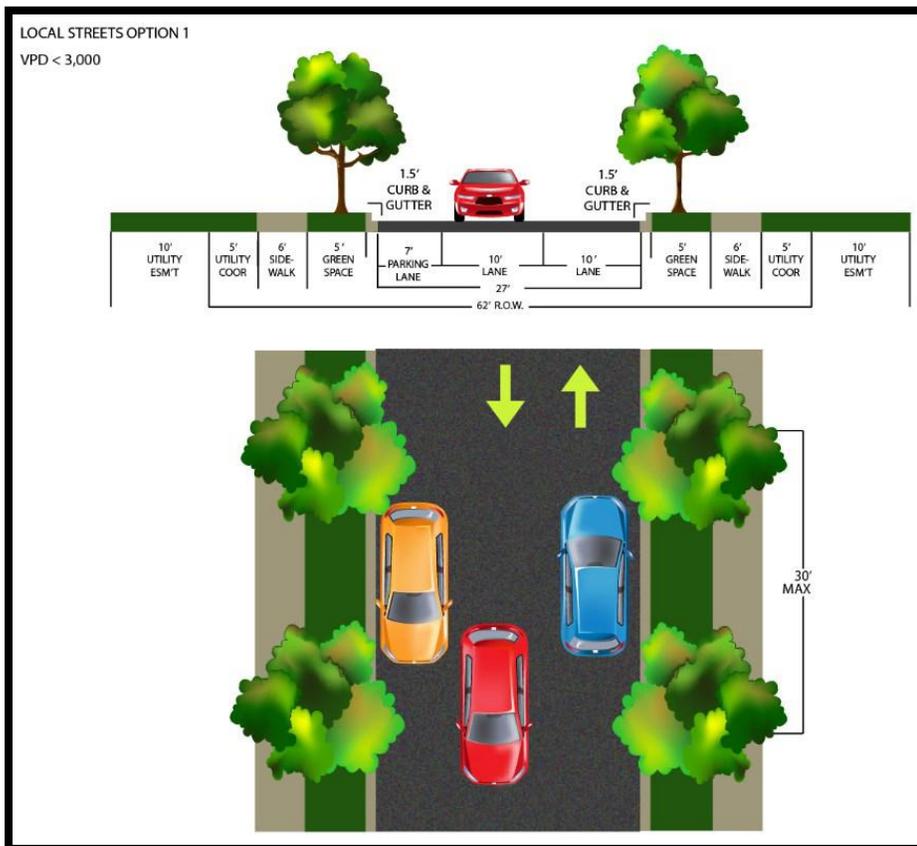
## Master Street Plan/Transportation

The subject property will be served by Warren St. The Master Street Plan classifies Warren as a Local Street.

**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



**Approval Criteria- Chapter 117 - Amendments:**

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

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

## **Staff Findings:**

### **Applicant's Purpose**

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow Planned Development Residential at this location.

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

### **Chapter 117 of the City Code of Ordinances/Zoning defines PD-R as follows:**

*PD- Planned Development district.*

*General description.* It is the intent of this division to encourage development with superior living environments brought about through unified development, and to provide for the application of design ingenuity in such developments, while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan for development of the city. The PD provisions herein established, are intended to provide for greater flexibility in the design of buildings, yards, courts, circulation and open space than would otherwise be possible through the strict application of other district regulations.

The purpose of the PD planned development district is to:

- (1) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (2) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (3) Encourage sound planning principles in the arrangement of buildings, the preservation of open space, the utilization of topography and other site features;
- (4) Obtain creative and coordinated designs and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and
- (5) Allow for creative development that conforms to the goals and objectives set for in the city comprehensive plan.

**Departmental/Agency Reviews:**

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-18; a request to rezone property “R-1”, single family medium density district, to “PD-R” Planned Development district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-18 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density district, to “PD-R” Planned Development Residential, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

**MAPC Meeting December 9<sup>th</sup>, 2025**

**1. Call to order**

**2. Roll Call**

Present (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Lonnie Roberts, Monroe Pointer, Paul Ford, Stephanie Nelson

Absent (1): Kevin Bailey

**3. Approval of minutes**

**MIN-25:086**                    MINUTES November 12<sup>th</sup>, 2025 MAPC

**A motion was made by Paul Ford, seconded by Jeff Steiling, that the minutes be approved, the motion was PASSED with the following vote:**

Aye (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Lonnie Roberts, Monroe Pointer, Paul Ford, Stephanie Nelson

Nay (0)

Absent (1): Kevin Bailey

**4. Final Subdivisions**

**5. Preliminary Subdivisions**

**6. Miscellaneous Items**

**7. Conditional Use**

**8. Rezonings**

**RZ-25-18**                    **Rezoning: East Warren St. and South of Jonathan Dr.**

The Applicant Marque Mealing is requesting a rezoning of the property from R-1 Single Family to PD-R; LUO Planned Development-

Residential; Limited Use Overlay, at East of Warren St. and South of Jonathan Dr.

Lonnie Roberts (Chair): Do we have the proponent for this item?

George Hammon (Proponent): These are pictures of a duplicate development that is existing that we've done in Jonesboro. Started in 2013 and Dr. Abraham did it in Oak Tree Manor. Up off North Culberhouse. But this is a proposed gated community, for primarily senior living. That's the targeted market for this. And we had a product that we wanted to be able to present and we've worked with the various departments in the city, Engineering, Planning, Fire Department, and we talked to City Water and Light as well. And we've made some adjustments to it to hopefully make it a good fit for this area. Traditionally a street development like this would be probably 24 feet wide. But we've enlarged those to thirty and part of that is to accommodate fire code, just to make sure we have plenty of room for firetrucks to maneuver. We also enlarged the Cul-de-sac at the end. One thing we are asking Planning Commission Approval for, is traditionally 400 feet is a maximum street length. This one will be 830 feet long. But we do have a good fire coverage, and all of the buildings will be sprinklered. So we've made those adjustments to accommodate what we wanted to do here. We are proposing this as a private street and we will be making sure that City Council knows that there is a waiver involved in that. To have a private street. Those are no longer approved in traditional subdivisions, but in plan development with a waiver from City Council, we can still do that. We got plenty of greenspace to meet the requirements, again each building will be sprinklered and it will be a gated community. There'll be a common building, there is 30 buildings proposed. 29 will be occupied by residents, one building will remain as the community building that residents can use or borrow if they have a family gathering or something like that. Each building will have one enclosed garage and a parking space out front. We're including site lighting, and plan to install 5 different pavilions scattered through the development for the residents to be able to use for just sitting out in the shade or you know, whatever outdoor activities they would like to do. But we appreciate you letting us present this tonight and I would certainly be glad to entertain any questions that anyone might have.

Lonnie Roberts: Anyone have any questions at this point?

Paul Ford (Commission): I do, the question that I have is, that I thought, I heard you say single family residents. And I thought that's what I read in the material.

George Hammon: It's single-family attached, is what it's classified as. Each building would have, two separate units.

Paul Ford: Okay, maybe I'm just dense, but I thought, I would refer to those as a duplex, not a single-family residence. It's single-family because it's owned individually.

Marque Mealing: They will be set up that they could be individually owned, yes.

Paul Ford: Okay, alright. And where did you say this property was?

George Hammon: This is actually an existing development up off of North Culberhouse. Close to Bradley St. Just north of Johnson. Oak Tree Manor, is the name of it. Dr. Abraham developed that starting back in 2013.

Lonnie Roberts: Okay, I'll open up, City Planner do you have staff comments?

Derrel Smith (City Planner): Yes sir, we do. This does meet all 6 requirements for the zoning criteria. So, we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, and with this rezoning request, is there anybody here to give public comments? If you would come up to the mic and state your name for the record please.

Randy Willet (Public): My name is Randy Willet.

Lonnie Roberts: Okay, and what's your question for the commission?

Randy Willet: I'm curious if it will have fencing, if it'll be encompassed by a fence all the way around. I understand it's gated but would that just be the entrance or?

George Hammon: We would have a perimeter fence all the way around, yes.

Randy Willet: Okay, and I'm guessing from your comment a moment ago, it'll be, it could be rentals as well?

George Hammon: It could be, they will be constructed so that they will be sold.

Randy Willet: Okay. That satisfies me.

Lonnie Roberts: Alright, thanks for your comments. Anyone else here to give public comments or questions? If not, I'll open up for Commissioners questions for the applicant or city staff?

Monroe Pointer (Commission): My question is, I know when I read through the application that it did say, senior living. So, does the approval mean that it could only be used for senior living purposes?

Derrel Smith: It does not. That's who they're going to market it too, but if this rezoning goes through the way it is, we can't put an age limit on housing.

Monroe Pointer: Then why present it that way? Is it easier to be moved through or, this is just a question for me because if I think we had one several months ago that was in the Valley View area and they said that, that was one of the reason, that they was going to do that was to help grow and give housing for senior living and it was, I think it was kind of, that everybody thought the same way that we needed that in Jonesboro. But I don't want everybody to use that, just to get it through and not be able to do that.

Derrel Smith: There is a lot of underserved areas in Jonesboro with housing seniors being one of them. So, I'm sure that's who the applicant will try to market it to, but if that doesn't work, if you, I'm not saying that you are a senior but if you decided you wanted to buy a unit out there, I'm sure he would sell you one.

Jeff Steiling (Commission): George, do you know if there is a better answer for that? Is there a bill of assurances or anything that goes with this development that will say 55 and older as ownership or anything like that, or how? How do you define that as senior living, why is that part of the application?

Derrel Smith: We can't accept a bill of assurances on it. We can't enforce it.

Unable to transcribe

Derrel Smith: If there is an POA and we can't make them have a POA, but if there was and it was enforced then yes. But we can't do that. That would be up to the developer.

Jeff Steiling: So, is that something in the works? Or is that not being considered?

George Hammon: There is not a POA right now, right now, it would be, constructed and maintained by the owner, until the unit is rented or sold. And if it's rented, he'll continue to maintain it.

Jeff Steiling: So, as Monroe was suggesting, we should probably strike the senior living portion because that's just an initial marketing effort. That's not necessarily a real requirement.

Carol Duncan (City Attorney): It can't be legally, a requirement from us. They can still say that's who they intend to market it to. We just need to understand it's not a legal requirement from us.

Lonnie Roberts: Any other commissioners have questions?

Jim Little (Commission): I have a question, You say that these are sprinklered.

George Hammon: Yes, sir.

Jim Little: And they're duplexes, that's not really a requirement by code. So, I'm curious why are they sprinklered? Is it a square footage thing? Or you know, why are they sprinklered?

George Hammon: The primary reason for it, is the configuration of the property, and the presence or lack of street infrastructure around it. We really only have one place where we could enter this place.

Jim Little: It doesn't have two exits, okay I see.

George Hammon: Correct. And that reason is why we made the cul-de-sac bigger for firetruck maneuvering, made the street wider. That was a voluntary thing. But we don't have a second exit to get out of here, and so that's why all the buildings will be sprinklered.

Lonnie Roberts: Anyone else? Anyone ready with a motion?

Dennis Zolper (Commission): Dennis Zolper, make a motion to approve the rezoning request with stipulations.

Lonnie Roberts: I have a motion to approve, do I hear a second?

Jim Little: Little, second.

Lonnie Roberts: Ms. Nelson is excusing herself from voting.

**A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (7): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Lonnie Roberts, Monroe Pointer, Paul Ford

Nay (0):

Absent (1): Kevin Bailey

Abstain (1): Stephanie Nelson

## **9. Staff Comments**

## **10. Adjournment**

Meeting was adjourned.

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

Shipment

USPS First Class Mail Flat

Ship To:

MRS MISTY DYE SUPERINTENDENT  
2506 SOUTHWEST SQ  
JONESBORO, AR 72401-5982

Package ID: 796862

11.35

Tracking #: 9407118995619/2336159

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified

[\$8.30]

\*\*VOID\*\*Shipment

USPS First Class Mail Flat

Ship To:

FRAZIER ORDER SERVICE PACKAGE 8  
200 COLONY ROAD  
JONESBORO, AR 72401-9041

Package

0.00

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Shipment

USPS First Class Mail Flat

Ship To:

MOYER SAFEKEEP STORAGE  
PO BOX 128  
BROOKLAND, AR 72417-0128

Package ID: 796864

11.35

Tracking #: 9407118995619/2331963

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified

[\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

MUNOZ FABIAN HERNANDEZ  
1999 N PATRICK ST  
JONESBORO, AR 72405-1883

Package ID: 796866

11.35

Tracking #: 9407118995619/2319770

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs  
Certified [\$8.30]

Shipment

USPS First Class Mail Flat

SHIP To:

FRATERNAL ORDER OF POLICE LODGE 8  
2006 COUNTY ROAD 780  
JONESBORO, AR 72401-9041

Package ID: 796869 11.35

Tracking #: 9407118995619/2313730

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

SHIP To:

RAMOS LUIS ROJAS AND MARIA ANGE LINA  
13310 KAIN LHY LN  
HOUSTON, TX 77083-1920

Package ID: 796872 11.35

Tracking #: 9407118995619/2313532

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

SHIP To:

DEBRA ALEXANDER  
601 JONATHAN DR  
JONESBORO, AR 72405-8741

Package ID: 796874 11.35

Tracking #: 9407118995619/2314096

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

SHIP To:

PAMELA LIEPSE  
2395 KOCKY WATERS TRL  
BUFFORD, GA 30519-6471

Package ID: 796876 11.35

Tracking #: 9407118995619/2315154

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Retail Sales 14 @ 0.49 6.86 1X

Shipment

USPS First Class Mail Flat

SHIP To:

EMERALD VILLAGE AT JONESBORO LIMITED PARTN  
ERSHIP  
109 E MADISON AVE

EASTROP, LA 71220-3823

Package ID: 796865 11.35

Tracking #: 940/1118995619/2319725

Actual Wt: 0.04 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

RANDY WILLETT

809 PERRY DR UNIT A

JONESBORO, AR 72405-9388

Package ID: 796867 11.35

Tracking #: 940/1118995619/2319015

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

MASON HUBBARD

215 DAYBREAK DR

JONESBORO, AR 72401-1509

Package ID: 796868 11.35

Tracking #: 940/1118995619/2313242

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

JONESBORO PARTNERS, LP

124 ONE MADISON PLZ STE 1500

MADISON, MS 39110-2021

Package ID: 796870 11.35

Tracking #: 940/1118995619/2313150

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

MATURE LIVING OF HARRISBURG, INC.

PO BOX 1497

JONESBORO, AR 72403-1497

Package ID: 796871 11.35

Tracking #: 940/1118995619/2313549

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [\$8.30]

Shipment

USPS First Class Mail Flat

Ship To:

CHARLES NOEL, JR.  
407 RINGCREST SI

JONESBORO, AR 72401 5836

Package ID: 796873 11.35

Tracking #: 940711899561972314814

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [88.30]

Shipment

USPS First Class Mail Flat

Ship To:

DEVIN RENOLDS

805 LOGAN AVE

JONESBORO, AR 72401 3044

Package ID: 796875 11.35

Tracking #: 940711899561972314889

Actual Wt: 0.05 lbs

Rating Wt: 0.06 lbs

Certified [88.30]

SUBTOTAL 165.76

TAX

State Tax on 6.86 0.44

County Tax on 6.86 0.07

City Tax on 6.86 0.07

TOTAL 166.34

FIND DEBIT 166.34

Total Shipments: 15

MARQUIN MEALING: REZONING

KINZIE 11/14/2025

#296325 10:43 AM

Workstation: 25 - Aux 2

CCID# dc38c7a 0c94 4d7 88a7 1b71dffb1d19

Signature \_\_\_\_\_

**\*NOTICE\***

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

\*\*\*\*\*  
Thank you for your business  
\*\*\*\*\*

TRACK YOUR PACKAGE AT:  
<https://usps.com/stores/pack-mail-jonesbor>  
0